

Village of Wellington

REGULAR MEETING OF THE WELLINGTON VILLAGE COUNCIL

**Darell Bowen, Mayor
Dr. Carmine A. Priore, Vice Mayor
Lizbeth Benacquisto, Councilwoman
Robert S. Margolis, Councilman
Matt Willhite, Councilman**

**Wellington Community Center
12165 West Forest Hill Boulevard
Wellington, Florida**

**TUESDAY, AUGUST 25, 2008
7:00 PM
FINAL AGENDA**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

Rabbi Stephen Pinsky, Temple Beth Torah, Wellington

4. APPROVAL OF AGENDA

5. CONSENT AGENDA

A. RESOLUTION NO. 2008-94 (AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR DESIGN OF SOUTH SHORE BOULEVARD ROAD)

Village Council approval of Resolution No. 2008-94, acceptance of the Agreement with Kimley-Horn and Associates, Inc. for Design of South Shore Boulevard Road Widening - Phase II.

6. PRESENTATIONS AND PROCLAMATIONS

7. PUBLIC HEARINGS

A. RESOLUTIONS ADOPTING THE BUDGETS AND ASSESSMENT RATES FOR SURFACE WATER MANAGEMENT, SOLID WASTE COLLECTION AND WATER AND WASTE WATER UTILITIES

Staff recommends Council approval of Resolution numbers AC2008-05, R2008-90, and AC2008-06 as presented.

B. RESOLUTION NO. R2008-75 (GRAND PRIX ACRES)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, APPROVING A MASTER PLAN AMENDMENT APPLICATION KNOWN AS GRAND PRIX ACRES PETITION NO. 2003-014 MPA2 TO AMEND THE SOUTHERN 82 ACRES OF THE GRAND PRIX ACRES MASTER PLAN TO DEPICT A REDUCTION OF DWELLING UNITS FROM 64 UNITS TO NOT MORE THAN 25 UNITS; FOR THE PROPERTY LOCATED ON THE SOUTH SIDE OF PIERSON ROAD AND ON THE NORTH SIDE OF 40TH STREET SOUTH ONE MILE WEST OF SOUTH SHORE BOULEVARD, AS DESCRIBED MORE PARTICULARLY HEREIN; AND PROVIDING AN EFFECTIVE DATE.

Michael F. Sexton, P.E. P.S.M., on behalf of the owner, is seeking approval of a Master Plan Amendment to modify the previously approved Master Plan's southern 82 acres to reduce the number of dwelling units from 64 to 25 and to allow development in two phases: (1) the eastern 21 acres containing the current Littlewood Farm equestrian training and show grounds with 10 future dwelling units; and (2), the western 62 acres with 15 dwelling units.

8. REGULAR AGENDA

A. APPROVAL OF CHANGE ORDERS TO THE PAVING AND DRAINAGE IMPROVEMENT AGREEMENT WITH PROFESSIONAL CENTER AT WELLINGTON, LLC FOR THE RECONSTRUCTION OF SOUTH SHORE BOULEVARD PHASE I

REQUEST: Village staff is seeking authorization for the Village Manager to negotiate and execute an addendum to the Paving and Drainage Improvement Agreement with Professional Center at Wellington, LLC for a change order to the contract with an additional cost of \$85,657.27 being allocated to the Village and ratifying a previous change order which placed sleeves and conduit into the project allowing for the future installation of irrigation at a substantially reduced cost.

B. TOWN CENTER PROJECT

Approval of design and construction of an amphitheater, barrier-free park/playground and municipal facility on the WCC property (referred to in total as the Town Center project). Approval of an interlocal agreement with the County for funding and construction of an amphitheater; approval of a donor agreement to provide \$250,000 towards construction of a barrier-free park/playground, providing for additional fund raising towards construction of the barrier-free park/playground; construction of a municipal facility, authorizing the village manager or designee to take all actions necessary to effectuate the same, enter into contracts in order to accomplish construction and completion of the projects and authorizing budget amendments for such projects based upon Village Council direction below.

C. DISCUSSION REGARDING LEGAL ANALYSIS

Council requested this information in order to resume discussion on this subject.

9. ATTORNEY'S REPORT

10. MANAGER'S REPORT & UPDATES

11. COUNCIL REPORTS

12. CLOSING COMMENTS

13. PUBLIC FORUM

14. ADJOURNMENT

NOTICE

If a person decides to appeal any decision made by the Village Council with respect to any matter considered at this meeting, you will need a record of the proceedings, and you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The above notice is required by State Law. Anyone desiring a verbatim transcript shall have the responsibility, at his own cost, to arrange for the transcript).

Pursuant to the provision of the Americans With Disabilities Act: any person requiring special accommodations to participate in these meetings, because of a disability or physical impairment, should contact the Village Manager's Office (561) 791-4000 at least five calendar days prior to the Hearing.

5. A

**WELLINGTON VILLAGE COUNCIL
AGENDA ITEM SUMMARY**

AGENDA ITEM NAME: RESOLUTION NO. 2008-94 (AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR DESIGN OF SOUTH SHORE BOULEVARD ROAD)

ACTION REQUESTED: Discussion ☐ Approval ☒

**BUDGET AMENDMENT
REQUIRED:** Yes ☐ No ☒ See Below ☐

PUBLIC HEARING: Yes ☐ No ☒

FIRST READING ☐

SECOND READING ☐

REQUEST: Village Council approval of Resolution No. 2008-94, acceptance of the Agreement with Kimley-Horn and Associates, Inc. for Design of South Shore Boulevard Road Widening - Phase II.

EXPLANATION: On South Shore Boulevard between Pierson Road and Lake Worth Road, the roadway is to be improved by construction of a two lane road section with a median lying between the single northbound and southbound lanes. In the right-of way, adjacent to the south bound lane, a pedestrian walkway is to be installed. On the opposite side of the roadway, adjacent to the northbound lane, an equestrian pathway is to be constructed. Professional engineering services were required to provide a survey, provide complete design drawings, prepare technical specifications, assist with the bidding process, obtain permits, and provide construction observation for the project.

RFQ No. 020-08/JWV was let on April 20, 2008 to acquire the professional services required. Qualifications of firms were solicited along with a preliminary outline of the approach that would be used to complete the work. On May 20, 2008, proposals were received from Corradino Group; American Consulting Engineers; McMahon Associates; Kimley-Horn; Dyer, Riddle, Mills & Precourt; Bowyer-Singleton; R.J. Behar; Calvin, Giordano; Sexton Engineering; Erdman Anthony; Kelly, Collins & Gentry; A&B Engineering; Miller Legg; and Last Devenport. An initial evaluation by the Selection Committee was held to short-list proposers for further award consideration. Serving on the Selection Committee were Angela Kahoe (Village Engineer), Jim Barnes (Deputy Director of Operations), and Craig Unger (Village Consultant). Those firms short-listed to make oral presentations to the Selection Committee were American Consulting Engineers, McMahon Associates, Kimley-Horn and Associates, and The Corradino Group. The remaining proposers were no longer considered for award recommendation.

Oral presentations were made to the Selection Committee on June 2, 2008 in order to provide additional clarification on the qualifications of proposers. Following presentations, the Committee ranked firms in preference from highest to lowest in the following order:

1. Kimley-Horn and Associates; 2. American Consulting Engineers; 3. McMahon Associates; 4. The Corradino Group. A motion was made and passed unanimously by the Committee to recommend to Council that contract negotiations be initiated first with Kimley-Horn and, if an agreement cannot be reached, initiate negotiations with the remaining short-listed firms in order of preference. All firms were judged to be qualified to provide the requested services.

At their meeting on June 24, 2008, Council authorized contract negotiations with Kimley-Horn for project design services. Subsequently, staff negotiated the agreement which this agenda item is presenting to Council for approval. According to the Agreement, Kimley-Horn will provide roadway construction plans, construction phase services, three (3) specified signalization plans, and soft digs (maximum of 25) for a total maximum fee of \$412,000. Title review, public involvement, soft digs (exceeding 25), and additional signalization plans are optional services which can be provided according to an hourly rate schedule. Any services not specifically provided for in the scope of services are considered additional services which can be provided upon request at an hourly rate or on a lump sum basis. Design services should be completed within eight (8) months from notice to proceed.

FISCAL IMPACT: Budget Balance: \$4,636,978.27 CIP/South Shore Phase II (135-2022-541.65-16)

Contract Amount: \$412,000.00 (Excluding title review, public involvement, soft digs exceeding 25, and additional signalization plans)

RECOMMENDATION: Staff recommends Village Council approve of Resolution No. 2008-94 authorizing execution of the Agreement with Kimley-Horn and Associates, Inc. for Design of South Shore Boulevard Road Widening – Phase II in the amount of \$412,000.00; and authorize the provision of optional and/or additional services in compliance with the applicable policies and procedures of the Purchasing and Procurement Manual, as presented.

RESOLUTION NO. R2006-34

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR THE ENGINEERING DESIGN AND CONSTRUCTION OF SOUTH SHORE PHASE II; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the June 24, 2008 Village Council meeting, Council approved RFQ #020-08/JW and directed contract negotiations be initiated with Kimley-Horn and Associates, Inc to finalize an agreement for the project; and

WHEREAS, Staff recommends that the Village Council formally award RFP #07-05/JWV to Kimley-Horne and Associates, Inc. and approve the Agreement for Engineering Design and Construction South Shore Phase II, negotiated between the Village and Kimley-Horn. An agreement has been prepared and is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The Village Council hereby formally awards RFQ #020-08/JW to Kimley-Horne and Associates, Inc. and approves the Agreement for Engineering Design and Construction of South Shore Phase II, negotiated between the Village and Kimley-Horn substantially in the form attached hereto as Exhibit "A" for a maximum fee of \$412,000.00, and hereby authorizes the Mayor and Village Clerk to execute the Agreement, subject to review and approval for correctness, completion, and legal sufficiency by the Village Attorney.

SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of August, 2008.

ATTEST:

VILLAGE OF WELLINGTON, FLORIDA

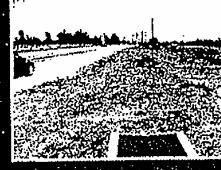
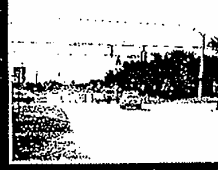
BY: _____
Awilda Rodriguez, Village Clerk

BY: _____
Darell Bowen, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: _____
Jeffrey S. Kurtz, Village Attorney

DESIGN OF
South Shore Boulevard
ROAD WIDENING - PHASE II



PROPOSAL #020-08/JWV



Village of Wellington

EVALUATION SHEET TOTALS

Final Ranking After Oral Presentations


RFQ #020-08/JWV: DESIGN OF SOUTH SHORE BOULEVARD ROAD WIDENING -- PHASE II

Selection Committee Meeting Date & Time: 6/2/2008 at 12:00 p.m.

Meeting Place: EOC Annex

Committee Members: Angela Kahoe, Jim Barnes, and Craig Unger

PROPOSER	ANGELA KAHOE	JIM BARNES	CRAIG UNGER	Total Points (Max 75 pts)
American Consulting Engineers	17	24 25	17	58 59
McMahon Associates	16	24	18	58
Kimley-Horn and Associates	16	21	23	60
The Corradino Group	15	20	21	56


James Volkman, Contract Coordinator

REQUEST FOR QUALIFICATIONS

The Village of Wellington Council is accepting sealed proposals from qualified professionals for Design of South Shore Boulevard Road Widening – Phase II.

All RFQ submittals must be received, one (1) original and five (5) copies, at the address below in the **Purchasing Department**, no later than **May 20, 2008 at 10:00 a.m.**, at which time all RFQ submittals will be publicly opened and read. Receipt of a response by any Village Office, Receptionist, or personnel other than the Purchasing Department does not constitute "receipt" as required by this solicitation. The Purchasing time stamp shall be conclusive as to the timeliness of receipt.

Proposal Documents may be obtained by contacting DemandStar by Onvia at www.demandstar.com or call toll free 1-800-711-1712. For additional information, contact Jim Volkman, Village of Wellington Contracts Coordinator, at 561-791-4101.

The Village of Wellington will hold an Optional Pre-Submittal Meeting on **May 2, 2008 at 2:00 p.m.**, in the Emergency Operations Center Annex, 14001 Pierson Road, Wellington, Florida, to briefly discuss the Project and answer questions. Qualifier's attendance at this meeting is optional.

The Selection Committee meeting, which is to be held for the purpose of ranking firms according to their qualifications, will be held on **May 27, 2008, at 2:00 p.m.** in the Emergency Operations Center Annex located at 14001 Pierson Road, Wellington, Florida. As a result of that meeting, a minimum of the three highest ranked Qualifier's will be asked to make Oral Presentations to the Selection Committee on **June 2, 2008 beginning at 9:00 a.m.** Presentations will be made at the Emergency Operations Center Annex. Final ranking and award recommendation will result from oral presentations.

Interested Professional Consulting Firms with questions concerning this Project or the Services shall contact the Purchasing Department at the address below or call 561-791-4101. Any questions regarding RFQ documents shall be submitted in writing to the Purchasing Department prior to **May 13, 2008**.

All Proposals should be sealed when submitted and be delivered or mailed to

**Village of Wellington
Purchasing Department
14000 Greenbriar Boulevard
Wellington, FL 33414**

ENVELOPE MUST BE IDENTIFIED AS SEALED PROPOSAL #020-08/JWV

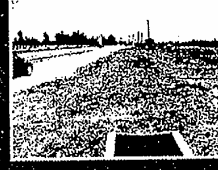
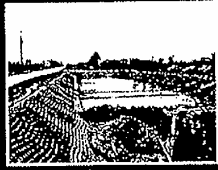
The VILLAGE reserves the right to accept or reject any or all Proposals (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept bids which in its judgment best serve the Village.

VILLAGE OF WELLINGTON

Publish: Palm Beach Post
April 20, 2008

Account #9-657448

DESIGN OF
South Shore Boulevard
ROAD WIDENING - PHASE II



PROPOSAL #020-08/JWV



Village of Wellington

DESIGN OF
South Shore Boulevard
ROAD WIDENING - PHASE II

May 19, 2008

James Volkman, Contracts Coordinator
Village of Wellington
14000 Greenbriar Boulevard
Wellington, Florida 33414

4431 Embarcadero Drive
West Palm Beach, Florida
33407

TEL: 561 845 0665
FAX: 561 863 8175

Re: Design of South Shore Boulevard Road Widening – Phase II – RFQ No. 020-08/JWV

Dear Mr. Volkman:

Joining an existing project is not new to the Kimley-Horn team. Over our 40-year history we have assisted clients at various points along the life of a project and are familiar with how to review what has happened previously, see what needs to be done next, and blend into the effort for a successful project. For the next phase of the design of South Shore Boulevard we offer the Village of Wellington a team that understands how to look at what has come before us and use that information to carry forward.

For this project our approach will be to most effectively utilize as much existing information as possible to minimize costs and save time for the Village. We can achieve this by teaming with the Village and our subconsultants to gather new information only as needed. In our Scope of Work we have outlined the key areas we envision to complete this project:


- Geotechnical Information
- Drainage Assessment
- Topographic Survey
- Plan Revisions

Our Team. As your project manager I will be your main point of contact for this project and understand its origins from earlier in my career. Additionally, you may recognize several of the team members I have assembled to serve you on this project. Our team includes many Kimley-Horn staff who have served the Village previously as well as subconsultant partners that we have worked with in the past and who are familiar with this project. Michael Schwartz, P.E. will serve as deputy project manager and will be readily available to the Village. Other key team members are Chandra Raman, P.E. for drainage, Matt Fursetzer, P.E., Mo Gopalakrishna, P.E., Steve Orr, CET, and Majhar Alam, P.E. for roadway design. Our subconsultant partners included Betsy Lindsay, Inc. for survey, Higgins Engineering for surface water management, Tierra, Inc. for geotechnical services, and Ground Hound Detection Services, Inc. for utility locates.

Local Team for Fast Response. One of the benefits of selecting the Kimley-Horn team is that all of our engineering team is located in Palm Beach County. The team that we are proposing has worked together on many similar projects and has a collaborative manner of creating innovative solutions.

Summary. Kimley-Horn has a strong commitment to saving our clients time and money. We look forward to the opportunity to help the Village bring this project to the construction phase as efficiently and quickly as possible.

Very truly yours,
KIMLEY-HORN AND ASSOCIATES, INC.


Marwan Mufleh, P.E.
Project Manager

 Kimley-Horn
and Associates, Inc.
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DESIGN OF South Shore Boulevard ROAD WIDENING - PHASE II

B. Profile and Qualifications

Firm Qualifications

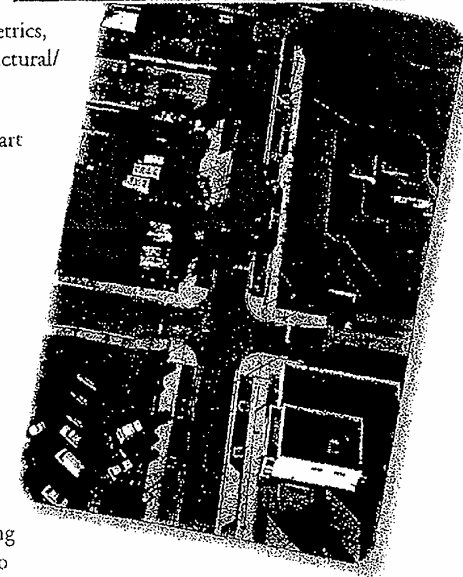
Collectively, our engineers have been responsible for the design of more than 2,500 miles of roadway, much of it here in Florida.

Kimley-Horn has been providing a wide range of professional engineering services for state, municipality and county projects since our founding in 1967. Over the years, we have grown from a small group of traffic engineers to a recognized leader in transportation design services. Through this growth, we have come to appreciate the value and importance of remaining true to our roots as a small firm: focusing our attention on our local clients and providing them with the personalized and responsive service they require.

Roadway design and planning is one of the mainstays of our firm's professional practice. Collectively, our engineers have been responsible for the design of more than 2,500 miles of roadway, much of it here in Florida. We have provided these services for urban, rural, primary, secondary, and interstate roadways for clients ranging from municipalities to state departments of transportation to private developers. We are well equipped to address all related aspects of roadway design projects, such as intersection geometrics, utility relocations, traffic control, signalization, structural/bridge design, and other features.

Paving and drainage services are often an integral part of our roadway design projects, and our substantial experience in dealing with regulatory and other agencies enables us to secure the necessary permits and approvals for building and upgrading roadway facilities.

Our team has adopted this philosophy and is committed to working together with you in all phases of this project, from early planning through final design and construction administration. Each member of our team has experience working on roadway design projects and will be responsive to your needs. We will efficiently manage this project from inception through completion, guiding you through the design process while responding to your input.



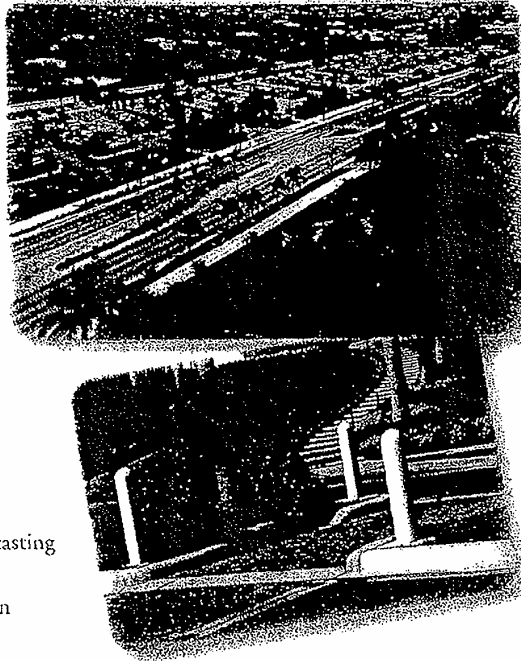


Village of Wellington

Range of Services

Kimley-Horn's long-term association with the public sector has given us broad project experience, ranging from corridor studies to major PD&E studies to complex roadway design projects for counties and municipalities, as well as FDOT. Our varied project history illustrates our ability to manage projects of different sizes, types, and complexities, and to guide clients through increasingly complex regulatory processes. In addition, many members of our staff are former local, state, or federal engineers who offer special insight into the roadway design process. Kimley-Horn offers you expert service in the following disciplines:

- Roadway design
- Stormwater management
- Environmental assessment and remediation
- Permitting
- Transportation planning and traffic engineering
- Landscape architecture/urban design
- Utility design
- General civil engineering
- Noise and air sampling, modeling, and forecasting
- Project scheduling
- Construction administration and observation



Roadway Design Qualifications

Our team has designed urban, rural, primary, secondary, and interstate roadways for clients ranging from municipalities and state departments of transportation to private developers. We are well equipped to address any aspect related to roadway design, such as intersection geometrics, utility relocations, traffic control, signalization, and other features. While performing our roadway design services, we have gained substantial experience in dealing with regulatory and other agencies across the country to secure the permits and approvals necessary for the building and upgrading of roadway facilities, particularly when complex drainage design and right-of-way issues arise.

Kimley-Horn has over three decades of experience conducting roadway design projects, traffic studies, and environmental assessments for city, county, and state government agencies throughout Florida and the Southeast. In-house civil and transportation engineers and surveyors provide additional capabilities in designing roadway approaches, maintenance of traffic plans, signing and marking plans, and utility relocation plans. Our construction inspectors have many years of experience in bridge and roadway inspection.

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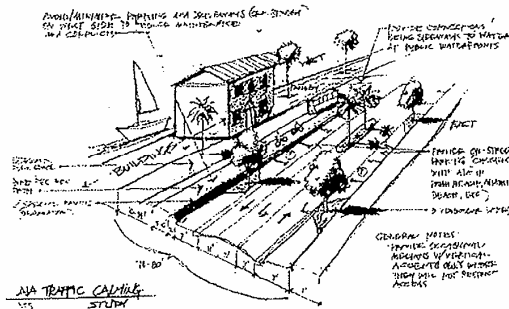
Village of Wellington

Kimley-Horn offers you far more than roadway design and construction administration services. Our staff of engineers, planners, environmental scientists, and landscape architects can provide a full range of consulting services. We are prepared to handle any additional tasks that may arise during this project.

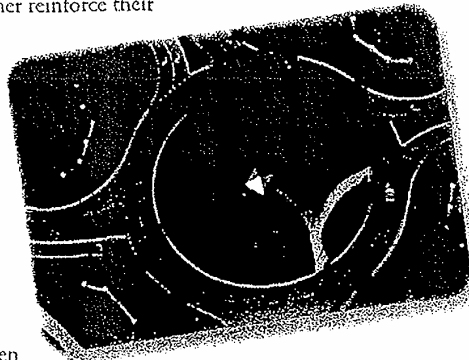
Traffic Calming

Kimley-Horn/URG's team of roadway designers, traffic engineers, and planners knows how to design roadways that accommodate a defined volume of through traffic, while serving as a corridor for business and residential units, and pedestrian and bicycle usage. All reasonable efforts are made to restore a balance between automobiles and pedestrians. When addressing the functional and aesthetic needs of municipal road corridors, our team emphasizes a wide variety of traffic calming principles, including:

- Narrowed lane widths that serve to slow traffic and reduce the overall street width — while providing safer pedestrian crossings.
- Heavily landscaped medians that reduce the appearance of expansive paving, help slow traffic, lower the number of accidents, and promote pedestrian safety through the provision of median "refuges" at crosswalk locations.
- Raised intersections (or "speed tables") equal to the elevation of the sidewalk that redefine the road as a "pedestrian area through which traffic must pass" versus the traditional intersections that are clearly "vehicular spaces through which pedestrians and bicyclists must pass." Such intersection design often incorporates special paving design to further reinforce their presence and importance.
- Paving design, including the use of precast paving systems, or color asphaltic pavement mixes that help to "announce" intersections or neighborhood gateways, and provide a unique character and quality to the roadway corridor. We also have used special pavement striping patterns to create special areas, which reduce vehicle speeds.
- Traffic circles (or "roundabouts") that permit the development of major gateway features, calm through-traffic, and in some instances, even improve the flow of traffic.



Hollywood Beach – Traffic Calming Sketch



Kimley-Horn
and Associates, Inc.

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Village of Wellington

Quality Control/Quality Assurance Plan

Quality control begins with the team assigned to undertake this project. Recognizing the critical importance of careful quality control, we have developed an extensive internal quality control program with a 200-page manual to guide this process, which is routinely implemented on our projects. There will be no learning curve impact on quality for the Kimley-Horn team. We strive to do it right the first time.

Our approach to frequent communication and to quality control/quality assurance (QC/QA) will relieve Village staff of any significant project review efforts. A QC/QA review of project solutions and analysis, together with design reviews, will ensure a top quality deliverable for the Village. Our team's experience in coordinating and conducting public meetings and information sessions will also relieve staff of a considerable burden. The ultimate goal of each project is to provide a safe and satisfactory product to the citizens of your community.

Our formal QC/QA program is based upon assigning experienced senior professionals who are otherwise qualified to manage a particular project, to serve in an independent quality control role. Murray Thornburg, P.E. will serve as our QC/QA reviewer. Murray has extensive engineering experience and has provided QC/QA reviews on a wide range of projects. Our staffing depth allows us to provide such personnel, and their involvement provides the project with fresh perspective and critical eye.

Our internal QC/QA program will include:

- An internal kick-off meeting held with key team members assigned to the job to clearly define the scope, outline sub-task responsibilities, establish schedules, and identify project milestones and goals.
- At the end of each phase, a QC/QA review will be conducted as one of several final checks to make sure that the project deliverable is technically correct and consistent with your objectives.

Any modifications required to respond to the comments and recommendations of the quality control team will be incorporated during the ongoing analysis prior to submitting deliverables.

Ultimately, it is the people, the professionals who serve you, who are the most important to the successful completion of any project. We also know the importance of providing personnel and services that satisfy the requirements and expectations of The Village of Wellington. The Kimley-Horn team will provide the qualified staff necessary to bring this project to a successful conclusion and the flexibility and commitment necessary to foster a unified working relationship.

Kimley-Horn recognizes that a proven staffing plan should be in place from the outset of the project. Our plan focuses on responsive, personal service. As such, we employ a seasoned local project manager to provide smooth project coordination. Our team's project manager, Marwan Mufleh, P.E., has managed similar roadway design projects with outstanding success. His success has been in large part due to effective management of all aspects of the project and full coordination and communication of all issues. Marwan worked on the early phases of this project prior to joining Kimley-Horn.

Our organization chart and team resumes appear at the end of this section.



Village of Wellington

Related Project Experience

Fairlane Farms Road (Centex)

Designed improvements for the expansion of Fairlane Farms Road at Forest Hill Boulevard. Included roadway, signalization, signing-pavement marking, drainage, landscape, and irrigation design. The drainage design included coordination with adjacent Polo Club development to redirect roadway stormwater outfall from development's lakes to the ACME Canal. It also included right-of-way and easement acquisition, and relocation of existing utilities.

Forest Hill Boulevard Turn Lane (Village)

This intersection improvement for the Village included widening and right-of-way acquisition for a right-turn lane. Design included drainage modifications, signing and pavement marking, signalization, and utility coordination.

SR 7 Intersection Improvements (Centex)

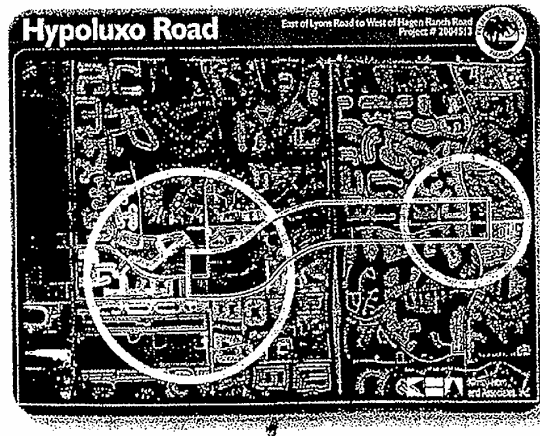
This project included modification of numerous intersections including the extension of triple left turns and double right-turn lanes at Forest Hill Boulevard. The project included design of other intersections improvements including Lake Worth Road, Pierson Road, and Victoria Groves Boulevard. We prepared permit applications for FDOT, PBC and LWDD.

24th and 25th Street Improvements — West Palm Beach, Florida

Kimley-Horn was retained by the City of West Palm Beach to provide streetscape improvements in the Northwood neighborhood area. This project is a joint effort between the City of West Palm Beach and the West Palm Beach Community Redevelopment Agency (CRA).

Hypoluxo and Lyons Roads — Palm Beach County, Florida

Kimley-Horn provided roadway design services for two sections of this new highway in Palm Beach County. The first section was Hypoluxo Road from SR 7 (US 441) to Lyons Road and Lyons Road from Hypoluxo Road to Sherbrook Development and the second section was Lyons Road from LWDD L-19 Canal to Hypoluxo Road and Hypoluxo Road from Lyons Road to west of the Florida Turnpike. Services included design, drainage, signing, and pavement marking





Village of Wellington

for 1.5 miles. The firm also provided the design and plans production which included horizontal and vertical alignment, cross sections, and intersection plateau. Project included the design of one side of an ultimate typical section and designing ultimate stormwater facilities.

Hypoluxo Road (East of Lyons Road to Hagen Ranch Road) — Palm Beach County, Florida

Kimley-Horn designed the improvements for three miles of Hypoluxo Road from just east of SR 7 to Hagen Ranch Road. This included widening from two to four lanes as well as a new four-lane segment with a new bridge over the Florida Turnpike. We coordinated closely and permitted the bridge crossing from the Turnpike as well as Lake Worth Drainage District (LWDD) due to the bridge crossing over two of their canals. We performed stormwater management analyses for many of the existing developments along the corridor which received runoff from the project. We also designed two mast arm signals.

Hypoluxo Road from Military Trail to Congress Avenue — Palm Beach County, Florida

Kimley-Horn was responsible for plans production, horizontal and vertical alignment, side street profiles, and signing and pavement markings. Project included addition and lengthening of turn lanes, determination of median openings, pavement widening, milling and resurfacing, and the design of stormwater facilities.

Old Boynton Road/Congress Avenue Intersection Improvement — Boynton Beach, Florida

Kimley-Horn designed and permitted modifications to the Old Boynton Road/Congress Avenue intersection in Palm Beach County. This work included design of a right-turn lane and roadway transitions to an existing signalized intersection. We provided survey, engineering, right-of-way purchase assistance, as well as coordination and permitting through Palm Beach County, Lake Worth Drainage District, and South Florida Water Management District. The proposed construction required relocation of an FPL transmission system, as well as an FPL distribution system. Our design provides a fully expanded intersection with a six-lane roadway section.

Boynton Beach Boulevard Extension and Promenade — Boynton Beach, Florida

Kimley-Horn took this important urban streetscape from the initial visioning stages through design and into construction. The streetscape serves as a catalyst for private property investment in the area and the redevelopment of Boynton's waterfront. Our team worked extensively with the City of Boynton Beach CRA and other local stakeholders to ensure that the vision for the area was emphasized and implemented appropriately in the design. The streetscape goes well beyond a typical design in that it includes 40-foot gateway elements, extensive landscaping, and a high level of hardscape design including decorative seat walls, gathering areas, paver intersections/crosswalks, an urban plaza with a





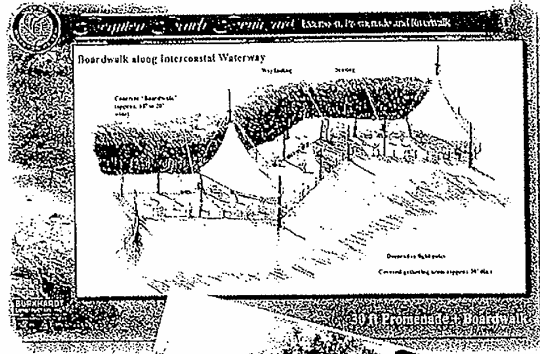
Village of Wellington

proposed 100-foot tower monument, a link to a pedestrian promenade, and future riverwalk along the Intracoastal Waterway. Kimley-Horn's ability to seamlessly blend landscape architecture and

The project was recently awarded the Roy F. Kenzie Award for "Best Capital Project/ Beautification" by the Florida Redevelopment Association.

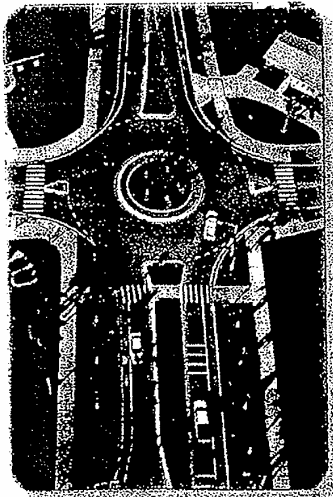
civil/roadway engineering combined with Burkhardt's extensive construction knowledge, allowed this project to be designed efficiently and implemented smoothly.

This project was the winner of the Roy F. Kenzie Award – Best Capital Project/Beautification Award from the Florida Redevelopment Association and the 2008 Build Florida Award from the Florida East Coast Chapter – The Associated General Contractors of America



Royal Palm Beach Boulevard, Roadway Design Royal Palm Beach, Florida

Our services for the Village of Royal Palm Beach include reviewing proposed property rezonings and site plans, as well as undertaking traffic studies to address specific



traffic issues within the Village. The rezoning and site plan reviews include reviewing the adequacy of traffic impact analyses to address the Countywide Traffic Performance Standards. The reviews also include determining the adequacy of proposed site layouts to handle traffic safely and efficiently without creating congestion on adjacent streets. Access and site distance needs are also reviewed and recommendations provided to the Village.

Our services also include reviewing neighborhoods to determine appropriate traffic calming techniques to control vehicle speed and reduce intrusion of through traffic. The recommendations include traffic circles, speed tables at intersections, landscape materials, signage, and other strategies.

In addition, we have evaluated traffic conditions along Okeechobee Boulevard from Royal Palm Beach Boulevard to the Royal Palm Beach High School to reduce congestion and improve traffic flow. The study included data collection, data analysis, and development

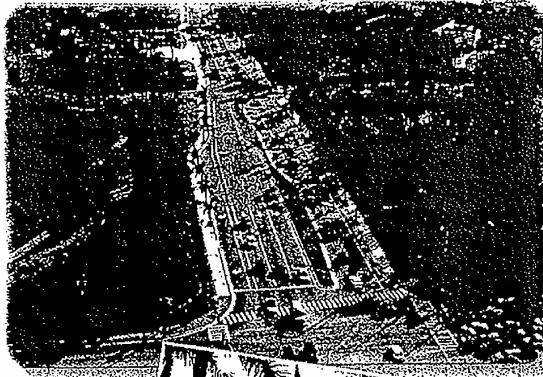
7



Village of Wellington

of recommended improvements to increase capacity and maximize the efficiency of the road. Recommendations included identifying additional turn lanes, redesignation of lane uses, signal phasing changes, and modifying the internal layout of the high school site to better accommodate traffic flows of the school. The services included a presentation of the findings to the Village Council for their consideration and direction.

We are also conducting a study of Royal Palm Beach Boulevard from Southern Boulevard to Okeechobee Boulevard to improve safety, provide turn lanes, and landscape the roadway to make it more attractive to the public. The services include defining alternative roadway cross-sections, identifying locations for turn lanes, delineating roadside landscape strategies, and identifying funding sources for implementation.



Lake Worth Streetscape

Design/Build — Lake Worth, Florida

Tenth Avenue North/Sixth Avenue South - Roadway Enhancement Project

Kimley-Horn provided design services, a series of streetscape beautification guidelines, as well as private sector setback, and building massing guidelines for a series of streetscape beautification projects for the two primary east/west corridors

connecting downtown Lake Worth to I-95. The project was designed to be a beautiful gateway into the downtown area and consists of new landscaping including landscaped medians, decorative lighting, street furniture, special signage, and brick paver sidewalks and intersections. The firm produced roadway plans and construction documents for both sections of the project. Construction on the 6th Avenue South portion of the project was completed in early 2007. Design continues on the 10th Avenue North portion of the project.



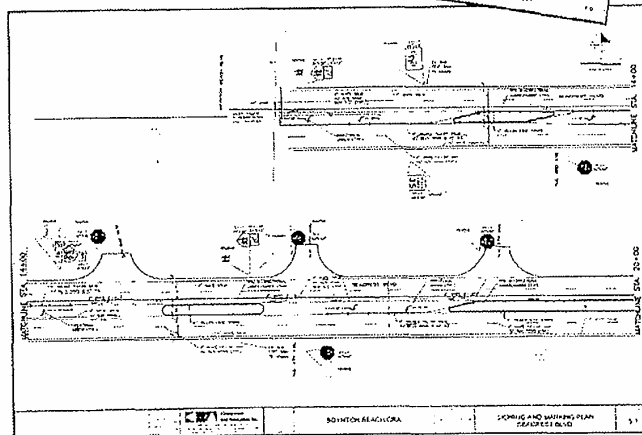
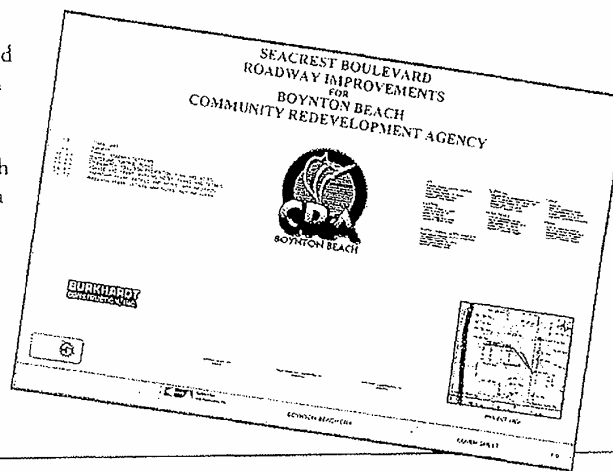
Village of Wellington

Seacrest Boulevard for Boynton Beach CRA — Boynton Beach, Florida

Kimley-Horn provided the initial planning and design services for Seacrest Boulevard between Boynton Beach Boulevard and Martin Luther King Boulevard. This section of Seacrest Boulevard is currently a five-lane roadway with two northbound and southbound lanes with a continuous center turning lane. The roadway is somewhat limited as it relates to pedestrian features such as wide sidewalks and hardscape elements. There are no shade trees along the corridor or other landscaping.

The plans for this section of roadway include the design of a center landscaped median throughout the corridor. Additionally, we will be replacing the existing sidewalks along the corridor with wider sidewalks and installing canopy trees to provide shade for the pedestrians. Additional lighting improvements are also being considered. Upon the completion of the median and landscaping, the entire roadway will be milled and resurfaced.

Plans have been produced up to a 30% level for this project and include the initial horizontal geometry, signing and pavement markings, and other details. Initial correspondence has been underway with the city and county for the project. Ultimately, permits will be required from each of these two review agencies.



Seacrest Neighborhood Improvement Program, Phase IV — Delray Beach, Florida

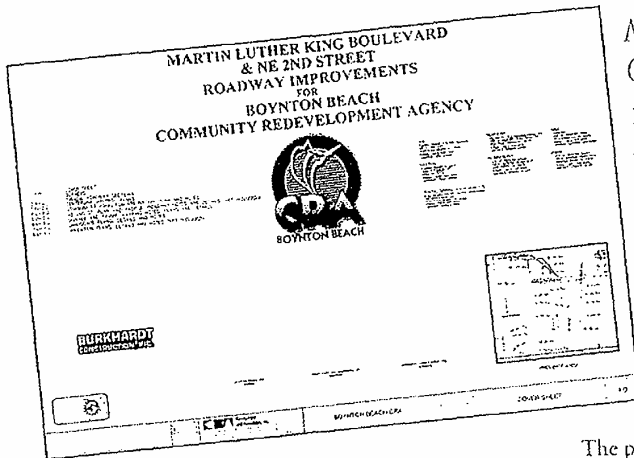
Kimley-Horn prepared construction plans and specifications and provided bid phase services for Phase IV of the Seacrest Neighborhood Improvement Program. The project included \$1.5 million worth of improvements and upgrades to aging infrastructure on 18 streets within the existing Seacrest neighborhood. The improvements and upgrades included abandonment and relocation of existing two-inch water mains and service connections, and installation of 3,000 linear feet of four-inch to eight-inch ductile iron potable





Village of Wellington

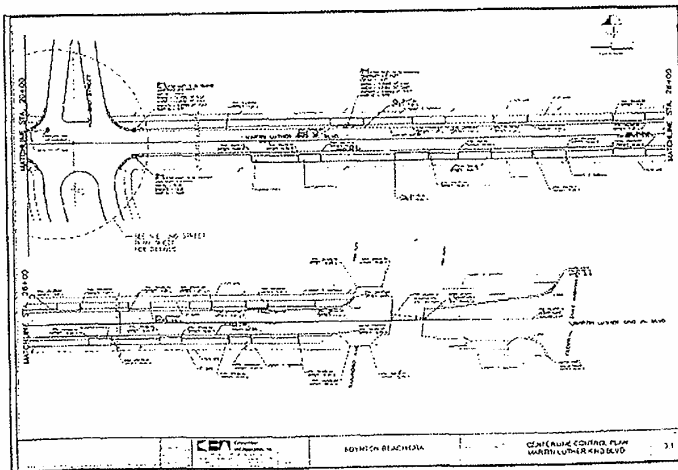
water distribution mains and service connections. We also designed and installed 360 linear feet of eight-inch ductile iron sanitary sewer mains with service connections, asphaltic concrete pavement overlays and reconstructions, concrete sidewalks, traffic calming measures, stormwater drainage improvements, retention ponds, driveway replacements, swale improvements, landscaping and irrigation, and associated miscellaneous improvements. We also acquired all necessary permits from the Palm Beach County Health Department and South Florida Water Management District SFWMD.



MLK Boulevard for Boynton Beach CRA — Boynton Beach, Florida

Kimley-Horn provided the initial planning and design services for Martin Luther King (MLK) Boulevard between Seacrest Boulevard and US 1. This section of MLK Boulevard is currently a two-lane roadway with parallel parking along both sides. The roadway is somewhat limited as it relates to pedestrian features such as wide sidewalks and hardscape elements. There are no shade trees along the corridor and very limited additional landscaping.

The plans for this section of roadway include the reconstruction of the entire roadway with dedicated parking, landscaping, wider sidewalks, and more pedestrian features. Additional lighting improvements are also being considered. Upon the completion of the median and landscaping, the entire roadway will be milled and resurfaced.



Plans have been produced up to a 30% level for this project and include the initial horizontal geometry, signing and pavement markings, and other details. Initial correspondence has been underway with the city and county for the project. Ultimately, permits will be required from each of these two review agencies along with the Florida Department of Transportation and the FEC Railroad.

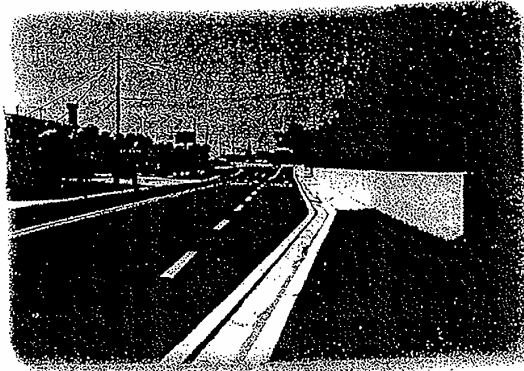


Village of Wellington

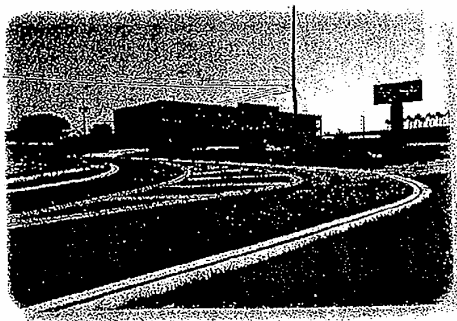
Industrial Avenue Corridor Stormwater Improvements — Boynton Beach, Florida

The firm completed the design of a large roadway and drainage project serving approximately 23 acres of industrial land use and 49 acres of residential land use in Boynton Beach. The project was originally conceived by City staff to provide an outfall for the stormwater runoff that accumulates along Industrial Avenue and along Southwest 6th Street in Lake Boynton Estates.

Kimley-Horn worked closely with City staff to modify their conceptual plan. The modification included substantial use of roadside swales along Industrial Avenue to capture and contain stormwater runoff before discharging through stormwater inlets into large exfiltration trenches. The drainage was then routed into two detention ponds for additional storage and treatment prior to discharging into an existing FDOT ditch. Kimley-Horn also designed an extensive roadside swale system throughout Lake Boynton Estates to maximize the capture and percolation of stormwater runoff from this residential area. Additional stormwater



Before



inlets were included to capture and convey overflow from the residential swale system into the second detention pond. Kimley-Horn also designed improvements to the FDOT ditch that conveys treated stormwater from the second detention pond to the Lake Worth Drainage District's E-4 canal.

Kimley-Horn's design concept included maximizing the onsite capture and storage of stormwater runoff in grass swales to promote percolation into the sandy soils. We also sought to provide the maximum available detention volume in two separate detention ponds before discharging, thus providing improved water quality and reducing the peak discharge volume. Extensive hydrologic and hydraulic modeling was required to characterize the flow through the system and to establish the flood stages under various storm conditions. This modeling supported the extensive permitting efforts with South Florida Water Management District, Lake Worth Drainage District, FDOT, FDEP and EPA.





Village of Wellington

In partnership with City staff, Kimley-Horn recognized several opportunities to incorporate other needed improvements into our design contract, thereby providing added value to the project. For example, we proposed to improve traffic circulation and parking throughout the industrial park by constructing another connector road between Industrial Avenue and West Industrial Avenue at the north end of the industrial park. We then proposed to reconstruct Industrial Avenue as a one-way road with a wider travel lane and designated on-street parking. We also proposed to enhance the ability of vehicles to exit the industrial park through an extension of a turn lane. Furthermore, we recognized the opportunity to improve potable water service to the industrial park by replacing the existing asbestos-cement water main with a larger ductile iron main. Kimley-Horn's foresight in recognizing the needs of the City allowed the City to incorporate all of those improvements into one construction contract.

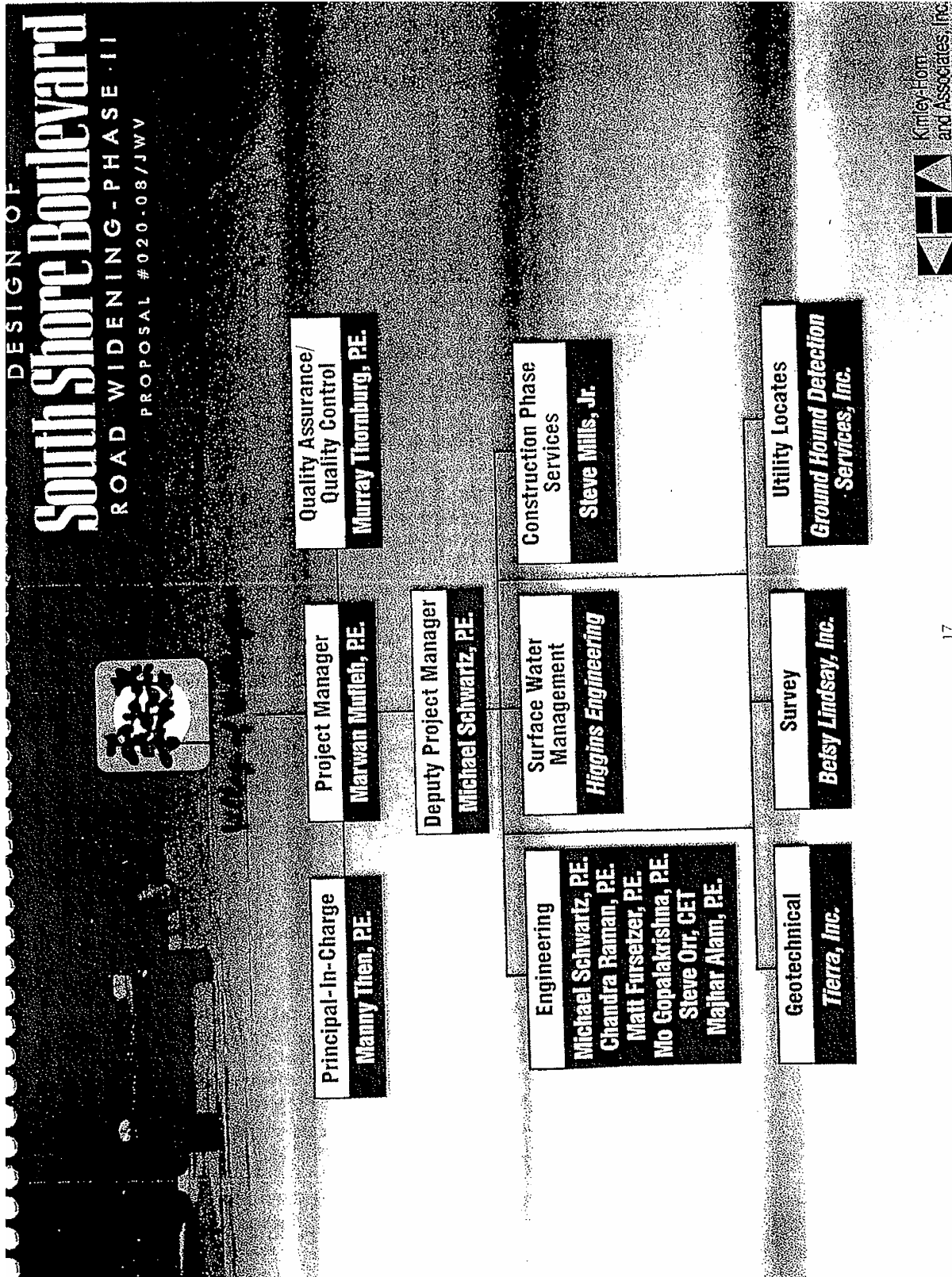
Kimley-Horn has continued to provide service to the City from the bidding process and into construction. This project is a shining example of the value-added service Kimley-Horn provides to our clients.

Roebuck Road — Palm Beach County, FL

Kimley-Horn is responsible for overseeing drainage analysis and design, signing and pavement marking plans, and signal plans. Also responsible for coordination of the environmental services.

PGA Boulevard, Seminole Pratt Whitney Road to East of Beeline Highway — Palm Beach County, FL

Served as project coordinator between Kimley-Horn engineers, the prime consultant, and the County; responsible for scheduling, overseeing drainage analysis, traffic analyses, airport coordination, and development of typical sections.



DESIGN OF South Shore Boulevard ROAD WIDENING - PHASE II

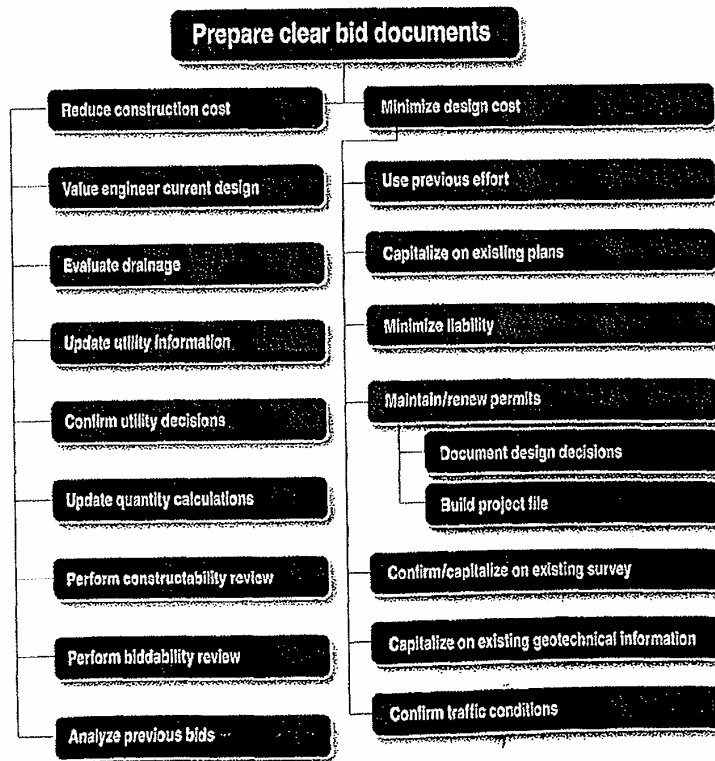
C. Scope of Work

The design of South Shore Boulevard Phase 2 can be described as review and revisions to the existing plans prepared by Tetrattech. Kimley-Horn's approach will be to utilize as much existing information as feasible to minimize the cost to the Village of Wellington while providing a detailed design and value engineering review, revisions and redrafting as necessary in order to provide a complete, permittable, biddable and constructible set of construction documents. It is our understanding that the existing plans by Tetrattech contained some key and significant design issues, but the overall concept of the design is acceptable. Kimley-Horn will coordinate with the Village, review the plans, and correct the design issues. The following key elements will be provided as part of this design project:

*Kimley-Horn
will coordinate
with the Village,
review the plans,
and correct the
design issues.*

- Geotechnical Information
- Drainage Assessment
- Topographic Survey
- Plan Revisions

To illustrate the approach we will be taking to this project, we have outlined the key elements in the flow chart below. Within the rest of our Scope of Work we will elaborate on these tasks.





Village of Wellington

Geotechnical Information

Preliminary review of the soil conditions indicates the presence of Okeelanta or Tequesta muck within the corridor. The Okeelanta muck layer should be within upper three feet and the Tequesta muck should be within upper six inches. This muck layer will require further evaluation to determine if removal is necessary.

We will make every effort to secure the geotechnical data previously obtained for this project. If this information is provided, our geotechnical engineer, Tierra, Inc., can utilize the information, complete a peer review and provide a summary for recommendation and provide the most economical solutions for construction which could lead to cost savings to the Village.

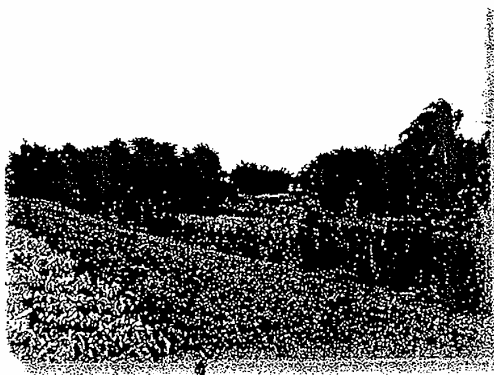
Tierra, Inc. has worked within the corridor and is aware of the geotechnical requirements to construct roadways in accordance with Florida Department of Transportation (FDOT) criteria. They are also very familiar with the soil conditions of the area and have the ability to provide cost savings solutions and provide recommendations to properly construct the roadway.

Topographic Survey

Our surveyor for this project is Betsy Lindsay Surveying, Inc., who was the surveyor for the original South Shore Boulevard Phase 2 project. The South Shore Boulevard survey was completed in 2003 and done as support for engineering design. The majority of the project has not changed; therefore the project will not need a complete re-survey. Due to the lapse in time, it will be necessary to run a closed level loop through the bench marks set previously at 600-foot intervals. Betsy Lindsay Inc. has the same staff members that preformed the original survey available to update this survey. The field crew will be supplied with a full set of previous survey drawings and a thorough review of the job will be conducted. Any new construction or modifications to the project limits will be acquired by the field crew and the Microstation drawing files will be updated to reflect the field changes. We have coordinated with Betsy Lindsay and intend to utilize their previous experience to save costs. As part of the surveying requirements, our surveyor will perform a verification survey to ensure the original survey is correct and to verify the changes to the topographic conditions within the corridor. In addition, Betsy Lindsay will update the survey to accommodate the revisions at the Pierson Road Intersection. We feel this approach will provide a significant cost and time savings to the Village.

Drainage Assessment

The general approach to the South Florida Water Management District (SFWMD) permitting of the project is to first preserve the existing environmental resource permit construction approval, which includes obtaining an expiration date extension if one is needed.





Village of Wellington

One of the two concepts for achieving a significant project construction cost savings is to eliminate the exfiltration trench from the project. This elimination will require use of offsite water quality treatment elsewhere within the Village, such as use of the C-2 Canal littoral shelves. This would then require a modification to the SFWMD permit.

Compensating storage for this project has already been satisfied through use of the Village of Wellington C-2 Canal widening project.

Plan Revisions

The roadway plans for South Shore Boulevard will consist of the following key elements:

- Typical sections
- Horizontal alignment
- Profile grade lines
- Cross sections
- Drainage structures and utility conflicts
- Signing and striping plans
- Traffic control plans
- Quantities and pay item notes

It is our understanding that the typical section(s) for this project are acceptable to the Village and revisions are not required. We will confirm this assumption prior to the start of design work.

The horizontal alignment prepared as part of the Tetrarech Plans will require review to ensure compliance with the most current FDOT Greenbook (2006). The majority of the horizontal alignment will require minimal revisions. The plan sheets will be redrafted with the necessary horizontal alignment revisions.

The profile grade lines will require review to ensure compliance with the most current Greenbook criteria and to review for errors. In addition, we will review the existing driveway and side street profiles and generally look for any cost-saving measures. The profile sheets will be redrafted with the necessary vertical alignment revisions.



The cross sections will be redrafted to accommodate updated horizontal, vertical and survey data.

The drainage plans will be revised to accommodate cost saving efforts and to review all existing utilities to address conflicts. It is our understanding that a new reclaimed water main will be constructed within the corridor. All other utility as-builts will be reviewed to address



Village of Wellington

conflicts. If information is not available regarding the depth and horizontal location of the existing utilities within the corridor, Kimley-Horn will utilize Ground Hound Detection Services to locate the existing utilities. We feel it is imperative to obtain accurate existing utility information to minimize conflicts and to address conflicts before construction.

As a result of minimal horizontal alignment revisions, we are anticipating utilizing the striping plans prepared by Tetrattech. We will review to ensure compliance with current standards and provide the plans as part of the updated plan set.

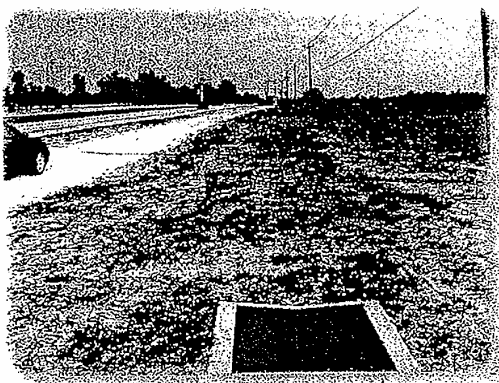
The traffic control plans will be reviewed to ensure compliance with FDOT's Maintenance of Traffic requirements and utilized as part of the updated plan set.

The quantities and pay item notes will be updated and new information provided as part of this plan set.



Upon notice to proceed, we will evaluate the existing plans and make a determination on what plans can be utilized as part of an updated plan set. We will coordinate with the Village plan review submittal phases and approval. Cost estimates will be provided with each submittal and permits can be expedited and submitted with the Village's permission.

Kimley-Horn intends to utilize as much of the existing design as feasible based on the review for compliance with existing design criteria. Our project approach will minimize the cost of design while reevaluation the existing design to ensure compliance with existing criteria and reevaluation of drainage criteria to determine cost saving measures.



Utility Locates

We will hold a utility coordination meeting immediately after Notice to Proceed to discuss existing utilities shown on the existing plans and to make necessary revisions. It is critical to resolve all potential utility conflicts and determine the Village's exposure, if any, prior to the start of construction.



Village of Wellington

Project Schedule

Below is an estimated schedule for completing construction documents.

Data Collection	60 days
Village Meeting and Review	5 days
Utility Coordination	30 days
Preparation of Permittable Plans	60 days
Village Review	30 days
Preparation of Final Plans	45 days

EVALUATION SHEET TOTALS

Final Ranking After Oral Presentations

RFQ #020-08/JWV: DESIGN OF SOUTH SHORE BOULEVARD ROAD WIDENING – PHASE II

Selection Committee Meeting Date & Time: 6/2/2008 at 12:00 p.m.

Meeting Place: EOC Annex

Committee Members: Angela Kahoe, Jim Barnes, and Craig Unger

PROPOSER	ANGELA KAHOE	JIM BARNES	CRAIG UNGER	Total Points (Max 75 pts)
American Consulting Engineers	17	24	17	58
McMahon Associates	16	24	18	58
Kimley-Horn and Associates	16	21	23	60
The Corradino Group	15	20	21	56

EVALUATION SHEET

RFQ #020-08/JWV: DESIGN OF SOUTH SHORE BOULEVARD ROAD WIDENING - PHASE II
Oral Presentations

Oral Presentation Date & Time: 6/2/2008 at 9:00 a.m.

Meeting Place: Meeting Hall

Committee Members: Angela Kahoe, Jim Barnes, & Craig Unger

Signed: [Signature]

Dated: 6/2/08

PROPOSER	Adequacy & Completeness of Proposal (Max 5 pts.)	Qualifications, Capabilities, and Experience of the Proposed Project Team (Max 5 pts.)	Adequacy and Location of Personnel Available to Work on the Project and Their Ability to Meet Proposed Project Timeframe (Max 5 pts.)	Approach and Construction Method and Cost Saving Suggestions for the Project (Max 5 pts.)	Response of References and Similar Projects (Max 5 pts.)	Total Points (Max 25 pts.)
American Consulting Engineers	5	5	4	5	5	24
McMahon Associates	5	4	5	5	5	24
Kimley-Horn and Associates	5	4	4	3	5	21
The Corradino Group	5	4	3	3	5	20

Comments: Second

Round Avenue

McMahon

5 = 25
5
5
4
5 = 24

EVALUATION SHEET

RFQ #020-08/JWV: DESIGN OF SOUTH SHORE BOULEVARD ROAD WIDENING - PHASE II
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McMahon Associates	4	4	2	4	4	18 ⁽¹⁾
Kimley-Horn and Associates	5	5	4	5	4	23
The Corradino Group	5 ^{exp}	4	3	4 ^{exp}	4	21 ^{exp}

Comments: American - may be a disadvantage to have an engineer on staff.

McMahon - too long of time for design -

Kimley - why help on total tech.?

Corradino - no designer in W.P.B. - not much exp with horse.

EVALUATION SHEET

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Signed: AKADated: June 2, 2008

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American Consulting Engineers	3	3	4	4	3	17 ^①
McMahon Associates	3	4	3	3	3	16 ^②
Kimley-Horn and Associates	3	3	3	4	3	14
The Corradino Group	3	3	2	4	3	15

Comments: _____

Page 1 of 2

REQUEST FOR QUALIFICATIONS

The Village of Wellington Council is accepting sealed proposals from qualified professionals for Design of South Shore Boulevard Road Widening – Phase II.

All RFQ submittals must be received, one (1) original and five (5) copies, at the address below in the **Purchasing Department**, no later than **May 20, 2008 at 10:00 a.m.**, at which time all RFQ submittals will be publicly opened and read. Receipt of a response by any Village Office, Receptionist, or personnel other than the Purchasing Department does not constitute "receipt" as required by this solicitation. The Purchasing time stamp shall be conclusive as to the timeliness of receipt.

Proposal Documents may be obtained by contacting DemandStar by Onvia at www.demandstar.com or call toll free 1-800-711-1712. For additional information, contact Jim Volkman, Village of Wellington Contracts Coordinator, at 561-791-4101.

The Village of Wellington will hold an Optional Pre-Submittal Meeting on **May 2, 2008 at 2:00 p.m.**, in the Emergency Operations Center Annex, 14001 Pierson Road, Wellington, Florida, to briefly discuss the Project and answer questions. Qualifier's attendance at this meeting is optional.

The Selection Committee meeting, which is to be held for the purpose of ranking firms according to their qualifications, will be held on **May 27, 2008, at 2:00 p.m.** in the Emergency Operations Center Annex located at 14001 Pierson Road, Wellington, Florida. As a result of that meeting, a minimum of the three highest ranked Qualifier's will be asked to make Oral Presentations to the Selection Committee on **June 2, 2008 beginning at 9:00 a.m.** Presentations will be made at the Emergency Operations Center Annex. Final ranking and award recommendation will result from oral presentations.

Interested Professional Consulting Firms with questions concerning this Project or the Services shall contact the Purchasing Department at the address below or call 561-791-4101. Any questions regarding RFQ documents shall be submitted in writing to the Purchasing Department prior to **May 13, 2008**.

All Proposals should be sealed when submitted and be delivered or mailed to

**Village of Wellington
Purchasing Department
14000 Greenbriar Boulevard
Wellington, FL 33414**

ENVELOPE MUST BE IDENTIFIED AS SEALED PROPOSAL #020-08/JWV

The VILLAGE reserves the right to accept or reject any or all Proposals (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept bids which in its judgment best serve the Village.

VILLAGE OF WELLINGTON

Publish: Palm Beach Post
April 20, 2008

Account #9-657448

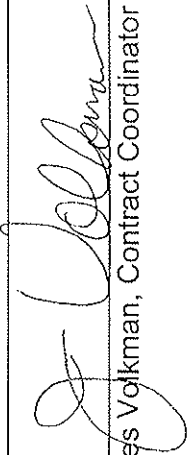
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James Volkman, Contract Coordinator

EVALUATION SHEET

Oral Presentations

RFQ #020-08/JWV: DESIGN OF SOUTH SHORE BOULEVARD ROAD WIDENING - PHASE II

Oral Presentation Date & Time: 6/2/2008 at 9:00 a.m.

Meeting Place: Meeting Hall

Committee Members: Angela Kahoe, Jim Barnes, & Craig Unger

Signed:

[Signature]

Dated:

6/2/08

PROPOSER	Adequacy & Completeness of Proposal (Max 5 pts.)	Qualifications, Capabilities, and Experience of the Proposed Project Team (Max 5 pts.)	Adequacy and Location of Personnel Available to Work on the Project and Their Ability to Meet Proposed Project Timeframe (Max 5 pts.)	Approach and Construction Method and Cost Saving Suggestions for the Project (Max 5 pts.)	Response of References and Similar Projects (Max 5 pts.)	Total Points (Max 25 pts.)
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McMahon Associates	5	4	5	5	5	24
Kimley-Horn and Associates	5	4	4	3	5	21
The Corradino Group	5	4	3	3	5	20

Comments: *Second*

<i>Round 1</i>	5	5	5	5	5	25
<i>McMahon</i>	5	5	5	4	5	24

EVALUATION SHEET

Oral Presentations

RFQ #020-08/JWV: DESIGN OF SOUTH SHORE BOULEVARD ROAD WIDENING - PHASE II

Oral Presentation Date & Time: 6/2/2008 at 9:00 a.m.

Meeting Place: Meeting Hall

Committee Members: Angela Kahoe, Jim Barnes, & Craig Unger

Signed: SLH

Dated: 6/2/08

PROPOSER	Adequacy & Completeness of Proposal (Max 5 pts.)	Qualifications, Capabilities, and Experience of the Proposed Project Team (Max 5 pts.)	Adequacy and Location of Personnel Available to Work on the Project and Their Ability to Meet Proposed Project Timeframe (Max 5 pts.)	Approach and Construction Method and Cost Saving Suggestions for the Project (Max 5 pts.)	Response of References and Similar Projects (Max 5 pts.)	Total Points (Max 25 pts.)
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McMahon - Too Long of time for design -

Kimley - why harp on tetra tech.?

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Signed: Ala Hov

Dated: June 2, 2008

PROPOSER	Adequacy & Completeness of Proposal (Max 5 pts.)	Qualifications, Capabilities, and Experience of the Proposed Project Team (Max 5 pts.)	Adequacy and Location of Personnel Available to Work on the Project and Meet Proposed Project Timeframe (Max 5 pts.)	Approach and Construction Method and Cost Saving Suggestions for the Project (Max 5 pts.)	Response of References and Similar Projects (Max 5 pts.)	Total Points (Max 25 pts.)
American Consulting Engineers	3	3	4	4	3	17 ^①
McMahon Associates	3	4	3	3	3	16 ^②
Kimley-Horn and Associates	3	3	3	4	3	16
The Corradino Group	3	3	2	4	3	15

Comments: _____

EXHIBIT 'A'
SCOPE OF SERVICES
August 13, 2008

Kimley-Horn and Associates, Inc., (hereinafter referred to as "Consultant", "We" or "KHA"), is pleased to have the opportunity to submit this proposal for professional consulting services to the Village of Wellington, (hereinafter referred to as "Client", "VOW" or "Village") to perform design permitting and construction phase services for the widening of South Shore Blvd from Lake Worth Road to Pierson Road (hereinafter referred to as "Project").

The following items are included as part of this proposal:

- Scope of Services
- Fee Summary
- Hourly Rate Schedule

PROJECT UNDERSTANDING

The proposed project is the construction of a 2-lane divided roadway with sidewalks and equestrian trails. This proposed project is approximately 1.10 miles. The Project is located within the Village of Wellington, Palm Beach County, Section 21, Township 44 South, Range 41 East.

The project includes the following elements:

- Design of a 2-lane divided roadway with curbed median and flush shoulders (the typical section has been selected by the Village). Design of the necessary transitions required to transition from dual southbound lefts at the intersection of Lake Worth Road to a single lane. The transition construction will include approximately 1,000 feet of widening on Lake Worth Road from the intersection of South Shore Blvd.
- Surface water management permitting to modify the existing SFWMD permit number: 50-00548-S. The permitting may include provisions for off-site water quality treatment and compensating storage as detailed in the drainage section.
- Regulatory agency permitting with SFWMD, USACOE, Palm Beach County (signalization permitting only), and the Village of Wellington.
- Preparation of drainage plans
- Traffic for turn lane design
- Preparation of traffic phasing plans and details including equestrian control
- Limited Construction Phase Services including bid preparation assistance and award recommendation
- The scope of work also includes the following optional services
 - Public involvement
 - Soft digs for utility verification
 - Span wire or mast arm signal design at the following locations:
 - Lake Worth Road and South Shore Blvd.
 - Pierson Road and South Shore Blvd.

Scope of Services
South Shore Blvd – Lake Worth Road to Pierson Road
August 13, 2008
Page 2 of 13

- Fire Station and South Shore Blvd.

The following assumptions apply to the overall scope of services:

- The design speed will be based on a design speed of 45 mph
- Existing pavement will not be utilized for construction of the new roadway.
- Roadway stormwater will be routed to existing canals/lakes outside the right-of-way but adjacent to the South Shore Blvd right-of-way. One equestrian crossing will be provided at the fire station. Equestrian trail design, which has been identified on the attached typical section will be adopted in this project; therefore equestrian meetings or would be considered an optional service.
- Landscape plans, irrigation plans and street lighting plans are not included. It is anticipated that landscaping will be limited to Bahia sod throughout the project. Irrigation sleeves will be provided.
- The project will be permitted and constructed in one phase
- All plans will be submitted at the following milestones:
 - 30%
 - 60%
 - 90%
 - Final
- Cost estimates will be provided to the Client at each submittal. The cost estimates are estimated probable cost only and are subject to change based on cost conditions. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- A maximum of five (5) sets of 11x17 plans will be provided at each submittal. The Consultant will provide one (1) set of plans with an electronic (pdf) file and Microstation file of all plan sheets to the Client prior to bidding. The Client will be responsible for assembling and reproducing all bid packages.
- Scope of work includes attendance at a maximum eleven (11) design phase meetings with the client. These meetings include:
 - Kick off meeting (1 meeting)
 - Design submission meetings (3 meetings)
 - Monthly design coordination meetings (7 meetings)

SCOPE OF SERVICES

Task 1 Roadway Construction Plans

Geotechnical Engineering

The KHA Team will provide Geotechnical engineering services based on best engineering practices utilizing existing information available from the Village to minimize costs. The Geotechnical Services consist of the following:

- Roadway auger borings at 200 foot intervals to confirm previous investigations, 6 feet deep, staggered left and right of the baseline of construction, along the roadway alignment.
- Borehole permeability tests
- SPT borings to a depth of 25 feet at each signalized intersection for 3 intersections. Muck delineation (if required). Isolation augers, as required, to determine the limits, both vertically and horizontally of any deleterious material encountered.
- Preparation of a final geotechnical report with, recommendations for the design and construction of the project. The report will provide soil survey and boring logs

Survey

The KHA Team will will provide Surveying services based on best engineering practices adequate for the design of the roadway . The Survey Services consist of the following:

- Review all recorded plats adjacent to the right-of-way to verify right-of-way limits. Should the surveyor uncover right-of-way discrepancies title work will be required to be provided by the Village and review of the title work will be an optional service in accordance with the hourly rate schedule.
- Establishment of a Baseline of Survey and centerline of construction for the design.. Baseline monumentation will be an additional service.
- Acquire spot shots on visible fixed features.
- Acquire detail information the new drainage structures.
- Locate buried utilities as marked by the Village of Wellington and other utilities
- Acquire 4 partial cross sections of the linear lake that runs from Lake Worth road north to its terminus. The cross sections will be taken from the west top of bank of the lake to the toe of slope of the west side of the lake.
- Off-site survey other than the items listed above, is not included and can be provided as an additional service.
- Note, the Village of Wellington must provide title information for property control number: 73-41-44-21-00-000-5010, the only unplatted portion of property along the corridor. Scope of work includes review of this title work. Additional title review will be an additional service and provided hourly in accordance with the attached rate schedule.

Scope of Services
South Shore Blvd – Lake Worth Road to Pierson Road
August 13, 2008
Page 4 of 13

Surface Water Management Design and Permitting

The KHA Team will complete the following tasks:

1. Attend preliminary design coordination meetings with the team and with the Village of Wellington.
2. Prepare the initial water management design for use in the design of the roadway and for use in obtaining the modification to the SFWMD ERP. Attend a second pre-application meeting, if required, with SFWMD to review the design.
3. Assemble the necessary administrative material, water management calculations, and application form, along with preliminary roadway design plans necessary for obtaining a modification of the SFWMD ERP.
4. Review the preliminary construction plans for consistency with the water management design. Distribute the ERP application package to the team and the Village for review and comment.
5. Incorporate comments received on the application package, finalize the application and design calculations and submit to SFWMD.
6. Prepare additional information and revised water management calculations in response to SFWMD's Request for Additional Information.
7. Attend additional meetings with the team, the Village and SFWMD to finalize the construction plans and obtain issuance of the permit modification.

Roadway Construction Drawings and Specifications

1. KHA will prepare a roadway base map using right-of-way and topographic survey and submit sets for review by the Client as specified in the Project Understanding. The 65% plans will be submitted for review by permitting agencies.
2. Utility Coordination
 - a. KHA will research utility companies operating in the area and create a utility status matrix listing all companies and their contact information.
 - b. Two copies of the 30% plans will be forwarded to utility companies known to operate within the project area with a request that each utility company return one set of redlined plans identifying the horizontal and vertical location of their facilities to KHA. KHA will log in each set of plans when returned by the utility companies.
 - c. KHA will plot in Cad the information received from the utility companies on plan sheets. It is assumed that the survey data will indicate the current location of these facilities and that plans received back from the utility companies will serve to confirm this assumption and identify observed variations. Plans will be revised as required to reflect the approximate location of the various facilities based upon this information.
 - d. Upon completion of 60% plans a utility conflict matrix will be completed in order to identify by station and offset the utility conflict. This information will be utilized by the soft dig company to verify the vertical elevations of the conflicted underground utilities.

Scope of Services
 South Shore Blvd – Lake Worth Road to Pierson Road
 August 13, 2008
 Page 5 of 13

During the design process it may become necessary to obtain actual vertical and horizontal locations (pot holes) of some of the identified underground facilities in the vicinity of proposed underground drainage systems or the traffic signal span wire poles. Verification of horizontal and vertical locations of utilities will be provided as an optional service on a per location basis upon approval by the Client.

- e. Once the vertical height of the existing underground utilities is verified, the information will be sent to each utility company with verified conflicts with 2 copies of the 60% plans requesting agreement to mitigation of the conflict.
 - f. A meeting with the utility companies will occur prior to completion of 90% plans to finalize agreement on utility relocations.
 - g. KHA will coordinate with the utilities company to receive correspondence from each utility company regarding utility relocations and will coordinate scheduling of utility relocations by franchise utilities (FPL, BellSouth, Comcast) to minimize impact to the roadway contractor. All utility relocation design will be the responsibility of the utility owner.
- Based on utility location information, horizontal and profile alignment chains will be developed for those segments of utilities to plot them in the drainage structure and cross section sheets.
- 3. The final construction drawings will be prepared in accordance with the following:
 - a. United States Department of Transportation: "Manual on Uniform Traffic Control Devices" (MUTCD) (2003 Edition) and supplements there to.
 - b. State of Florida Department of Transportation (FDOT): "Design Standards", dated 2008 and Florida Green Book dated May 2005.
 - c. FDOT: "Standard Specifications for Road and Bridge Construction, dated 2007".
 - 4. KHA will prepare final construction documents. It is assumed the Technical Specifications for the project will be the FDOT Standard Specifications for Road and Bridge Construction (2007). In general the plans will contain the following information:
 - a. A cover / key sheet will be prepared containing project identification information, a vicinity map, index of sheets and other information as may be appropriate.
 - b. Typical sections will be prepared, detailing the proposed work. It is anticipated that four typical sections will be required to detail the South Shore Blvd modifications (mainline, mainline with superelevation, intersection of Pierson Road and intersection of Lake Worth Road) and one typical section will be required to detail the Lake Worth Road modifications.
 - c. Pavement design with alternatives for the roadway and equestrian trail.
 - d. A table will be prepared listing the anticipated pay items (per FDOT Standards), estimated quantities and the appropriate pay item footnotes for roadway, signalization and signing and pavement marking. Summary of earthwork will be shown on the same sheets.
 - e. A working drainage map for permitting only will be prepared at 1"=200' scale with project aerial depicting the outline of the drainage system, location of outfalls, and direction of runoff adequate for SFWMD submittal. The drainage map will not be provided within the construction plan set.

Scope of Services
 South Shore Blvd – Lake Worth Road to Pierson Road
 August 13, 2008
 Page 6 of 13

- f. Horizontal alignments and geometric improvements will be detailed on the planimetric mapping provided by the Surveyor.
- g. Geometrics for the centerline of construction will be detailed on the plan sheets. The plan sheets will also show the existing pavement, existing utilities, proposed drainage layout, proposed utilities, limits of driveway restorations, curb radii, high and low points within the curb return, PC and PT stationing and elevations, handicap ramps with FDOT designation and swale information.
- h. KHA will prepare roadway profile sheets detailing the profile grade line, vertical points of intersection, vertical curvature. The profiles will also depict areas of superelevation and provide edge of pavement profiles for areas of superelevation. The roadway profiles will also show the mainline drainage line throughout the corridor.

Back of walk or equestrian trail profiles are not anticipated and will not be provided. Utilities other than mainline drainage will not be shown in the profile view, but will be shown in the cross section sheets.

- i. KHA will prepare detailed intersection sheets for the intersections of Lake Worth Road and Pierson Road. The intersection detail sheets will depict elevations at close intervals to properly reflect the intersection grading to the contractor. It is anticipated that a portion of Pierson Road will require reconstruction to accommodate the intersection approaches. The intersection detail sheets will also include special profiles as required for existing centerlines, proposed centerlines, lane lines and edges of pavement. Special intersection plateau design will be provided at the Pierson Road intersection which will require reconstruction of segments of Pierson Road at the intersection.
- j. Drainage Structure Sheets will not be provided.
- k. General notes defining the basis of design and construction requirements.
- l. Cross Section Sheets, at 100 foot intervals, , detailing the existing and proposed conditions and showing the approximate location of existing utility lines per information provided by the surveyor and individual utility companies. . The cross sections will provide earthwork quantities of unsuitable material, excavation and embankment. The cross sections provided will be working cross sections only and will not represent final sheets. They will be provided for the purposes of earthwork quantities only.
- m. Detail required revisions to the existing drainage system that will include construction notes, references to standard and special details.
- n. Special detail sheets may not be provided and can be reviewed as part of the shop drawing review.
- o. Signing and Pavement Marking plans will be prepared to address the impacts of the roadway modification including specially detailed “Next Signal” signs at the two signalized intersections.
- p. Traffic phasing plans depicting the roadway and equestrian construction.. The plans provided will show typical sections, minor details and notes addressing the construction sequencing. The

Scope of Services
South Shore Blvd – Lake Worth Road to Pierson Road
August 13, 2008
Page 7 of 13

contractor will be required to provide maintenance of traffic plans, which will be reviewed as part as a submittal after contract award by the Village.

- q. NPDES erosion control plans and sormwater pollution prevention plan necessary for SFWMD Permitting will be prepared by the the Engineer. The permittee of the NPDES permit will be the Village. The Consultant will apply for the permit application in the name of the Village.
- r. Conflicts with existing and proposed utilities will be clearly delineated on the plans with design solutions to each conflict.

The plan set will be prepared for reproduction as 11" x 17" sized plan sheets and at a Scale of 1"=40". The plan set will include the following:

The plan set will consist of: Key sheet, typical section sheet, summary of quantities and pay item notes, reference points and project layout, general notes, plan and profile sheets, drainage structure sheets, working cross section sheets, intersection details for Pierson Road and Lake Worth Road, detail sheets, stormwater pollution prevention plan/erosion control plan, signing and pavement marking plans, verified utility location sheets, traffic phasing details and notes.

- 5. Design Documentation
KHA will maintain project files documenting project design.

- 6. Technical Specifications

It is intended that all technical specifications will be within the plan set and a separate technical specifications package is not required.

Task 2 Traffic Signalization Plans (Optional Service)

Pre-Application Meeting

KHA will attend one meeting with the Palm Beach County Traffic Signal Department and the Village of Wellington to determine their design and permitting requirements for the modifications to the existing signals, and to confirm that mast-arm construction will not be required. . Span wire or mast arm signalization design will be required at the following locations:

- Lake Worth Road and South Shore Blvd
- Fire Station and South Shore Blvd
- Pierson Road and South Shore Blvd.

Base Mapping

KHA will perform field review at the subject intersection and .

will attempt to obtain as-built drawings from the Palm Beach County Traffic Division for the subject intersections.

Scope of Services
South Shore Blvd – Lake Worth Road to Pierson Road
August 13, 2008
Page 8 of 13

Prepare Conceptual Signal Plan (60% Plans)

KHA will develop a Conceptual Signal Plan for each of the subject intersections to be submitted to Palm Beach County and the VOW for review. For the subject intersections, the Conceptual Signal Plan will indicate the location of the proposed relocated signal pole(s) if applicable, controller, span wire orientation, signal head placement, pedestrian signal heads and pushbuttons, and electrical service. The placement of pedestrian ramps and crosswalks will be based on the proposed ultimate plans for the widening of South Shore Boulevard. KHA will coordinate with Palm Beach County to determine the location or relocation of the signal hardware, the need for interconnection with adjacent traffic signals (if necessary), and the extent to which existing electric service can be used with the proposed signal.

KHA will submit the Conceptual Signal Plans to Palm Beach County and attend review meetings. KHA will coordinate with county staff and the Client to address comments on the preliminary design and then proceed to prepare the Signal Plans Package.

Prepare Final Signal Plans Package (90% Plans)

KHA will prepare a set of traffic signal design plans and furnish a Signal Plans Package for each intersection in accordance with the current appropriate Palm Beach County Traffic Division traffic signal plans preparation standards. The Signal Plans Package will include, proposed conduit layout, pay items, general notes, key sheet, detector schedules, traffic signal head legend, the strain pole structural calculation plan sheets, signal operations plan (SOP), and previously incorporated comments.

Each Signal Plans Package will consist of: Key Sheet; General notes; Tabulation of quantities; and Signalization plan by which to install the concrete pole assemblies, signal heads, vehicle detectors, and other equipment in the construction of the traffic signal at the subject intersection. Span wire design sheets will be included as part of the Signal Plans Package.

The Signal Plan Package will be submitted to the Palm Beach County Traffic Division for their review and comment. KHA will coordinate with the Client regarding any comments received from the County and then proceed to address comments and begin preparation of the Final Signal Plans Package, as described above.

KHA will require soft-digs to be performed at each proposed pole location should poles be relocated. Soft digs will be provided as an optional service.

Develop Span Wire Structural Calculations

Each pole calculation requires relative spot elevations at each pole location and at the crown of the roadway beneath each span wire. KHA will review the soils boring data and spot elevations and perform one analysis of the span wire at each of the three subject signals based on KHA's signal design.

Submit Final Signal Plans and Permitting

KHA will prepare the Final Signal Plans upon Palm Beach County Traffic Division's review and approval of the 90% plans or at the direction of the VOW. KHA will prepare and submit permit

Scope of Services
South Shore Blvd – Lake Worth Road to Pierson Road
August 13, 2008
Page 9 of 13

applications for the proposed signals to the Palm Beach County Traffic Division.

Final Acceptance of Traffic Signal Construction

Scope of work includes construction phase services for the signal construction and anticipates the following a maximum of four (4) total site visits per signal to review the signal construction.

Task 3 Bidding and Construction Phase Services

Consultant will provide one (1) copy and a pdf file of the bid documents consisting of construction drawings and specific technical specifications. The Village will provide all front-end documents and assemble the project document manual. The Village will provide front-end documents to the Consultant for review of conflicts with construction plans notes and details. Consultant will attend one (1) pre-bid meeting. Consultant will attend one (1) bid opening. Consultant will assist the Village in the review and recommendation of contract award. Consultant will prepare a maximum of one (1) addenda to all bidding contractors if necessary during bidding. Addenda do not include design related plan changes.

Consultant shall perform Construction Phase services to consist of observation of work performed/installed by Contractor to verify that construction is performed/installed in accordance with the approved plans and specifications. The Consultant will provide certification to SFWMD, Palm Beach County, Village of Wellington and ACME Improvement District and final inspection on constructed facilities for those agencies to accept the project. Record drawings will be provided by the contractor.

It is understood that the Village will be responsible for all project management during construction. The Village will direct the engineer to provide information. The Village will be responsible for enforcement of NPDES compliance and maintenance of traffic (MOT) compliance.

The contract will be a unit price contract.

The fee for construction phase services will be hourly in accordance with the approved rate schedule and is based on the following:

- A 8-month construction schedule from Notice to Proceed to final acceptance
- One month between substantial completion and final acceptance
- A field representative review of installed facilities of an average of 8-hours per week for the construction duration.
- Project manager involvement of an average of 2-hours per week for the construction duration
- One (1) shop drawing review. All engineer corrections to shop drawings will be incorporated the fabrication of materials without additional shop drawing review.
- One review of the MOT plan
- Review and response to an average of one request for information per month, maximum of 8, to requests for information.
- Review and response to a maximum of three (3) monetary or time related change orders.

Scope of Services
South Shore Blvd – Lake Worth Road to Pierson Road
August 13, 2008
Page 10 of 13

- Review of one pay application per month and one final pay application – Total 9. Pay applications will be certified by the engineer of record as part of the scope of services.
- Attendance at one (1) preconstruction meeting
- Attendance at monthly meetings with the VOW and the Contractor, total of 8. Additional meetings will be included with site visits.
- Two (2) field reviews for substantial completion
- Two (2) field reviews for final acceptance
- A maximum of two record drawing reviews
- Certifications to SFWMD, Village of Wellington, Palm Beach County (signalization only) and ACEM Improvement District.

OPTIONAL SERVICES

The following optional services will be provided hourly at the client's direction

- Title review
- Public involvement
- Soft digs (on a per soft dig basis)
- Traffic signal design as specified in Task 5, provided on a per signal basis.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates or negotiated lump sum. Additional services we can provide include, but are not limited to, the following:

- Preparation of Landscape Plans
- Preparation of Street Lighting Plans
- Construction management on behalf of the Client
- Completion and submittal of National Pollutant Discharge Elimination System (NPDES) monitoring reports.
- Utility plans
- Hardscape plans
- Additional construction phase services such as field reviews, meetings, review of requests for information, review of pay applications beyond those specified in Task 6.

INFORMATION PROVIDED BY THE CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide information requested by KHA during the project, including but not limited to the following:

- Copies of all relevant data, including correspondence, reports, plans, or information in its possession which may be beneficial to the work effort performed by the consultant.
- Filing and application fees, permit review fees, impact fees or other associated assessments by other agencies.

Scope of Services
South Shore Blvd – Lake Worth Road to Pierson Road
August 13, 2008
Page 11 of 13

- Details regarding required conduit for site lighting or other utilities not included in our design scope.
- Copies of existing roadway and utility plans.
- CAD drawing title blocks and any other mandated standards
- Copies of plats, property information and title search information.

SCHEDULE

We will provide our services as expeditiously as practicable to meet the following mutually agreed upon schedule. Our anticipated schedule is attached as Exhibit 'F' completion of design within 8-months of notice to proceed.

Scope of Services
 South Shore Blvd – Lake Worth Road to Pierson Road
 August 13, 2008
 Page 12 of 13

EXHIBIT B
FEE SUMMARY

TASK	FEE
Task 1 – Roadway Construction Plans	\$274,500
TOTAL LUMP SUM FEE	\$274,500
HOURLY SERVICES	
Task 3 – Construction Phase Services	\$68,500
OPTIONAL SERVICES	
Task 5 – Signalization Plans	
Signalization – Lake Worth Road and South Shore Blvd	\$24,000
Signalization – South Shore Blvd and Fire Station	\$19,500
Signalization – South Shore Blvd and Pierson Road	\$16,500
Total Task 5	\$60,000
Soft Digs (\$325/dig, Maximum of 25)	\$9,000
Public Involvement	Hourly – TBD
Title Review	Hourly - TBD
TOTAL MAXIMUM FEE	\$412,000

KHA will perform the Scope of Services for a maximum fee of \$ 412,000_ plus hourly expenses for public involvement and title review and determined and approved by the Village. All permitting, application, and similar project fees will be paid directly by the Client.

Scope of Services
South Shore Blvd – Lake Worth Road to Pierson Road
August 13, 2008
Page 13 of 13

EXHIBIT B**HOURLY RATE SCHEDULE**

The Consultant shall bill hourly work authorized by the Owner at the following hourly rates:

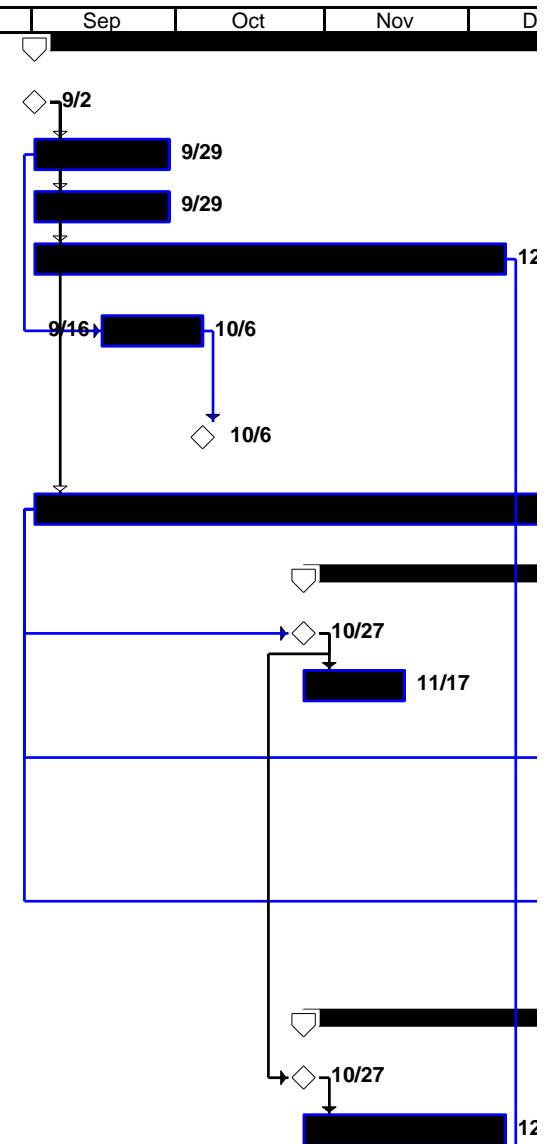
Personnel	Hourly Rate
Principal	\$230
Project Manager	\$155
Senior Engineer	\$164
Engineer Intern	\$110
Surveying Project Manager	\$150
Project Engineer	\$125
Project Surveyor	\$115
CADD Technician	\$90
Senior Cadd Technician	\$110
Field Representative	\$110
Clerical	\$60
2-Person Field Crew	\$135
3-Person Field Crew	\$165
GPS Field Crew	\$195

SOUTH SHORE BLVD RECONSTRUCTION - LAKE WORTH ROAD TO PIERSON

PRELIMINARY SCHEDULE

AUGUST 25, 2008

ID		Task Name	Duration	Start	Finish	Predecessors	Aug	Sep	Oct	Nov	D
1		Total Design Schedule	175 days	Tue 9/2/08	Mon 5/4/09						
2		Notice to Proceed	0 days	Tue 9/2/08	Tue 9/2/08						
3		R/W and Topographic Survey	20 days	Tue 9/2/08	Mon 9/29/08	2					
4		Geotechnical Engineering	20 days	Tue 9/2/08	Mon 9/29/08	2					
5		Preliminary Drainage Design (Adequate for SFWMD Submittal)	70 days	Tue 9/2/08	Mon 12/8/08	2					
6		Preparation of Typical Section and Horizontal Alignment for Ultimate 4-Lane Roadway	15 days	Tue 9/16/08	Mon 10/6/08	3SS+10 days					
7		Typical Section and Horizontal Alignment Submittal	0 days	Mon 10/6/08	Mon 10/6/08	6					
8		Preparation of Construction Plans	174 days	Tue 9/2/08	Fri 5/1/09	2					
9		Submittals to VOW	105 days	Mon 10/27/08	Mon 3/23/09						
10		30% Submittal	0 days	Mon 10/27/08	Mon 10/27/08	8SS+40 days					
11		VOW 30% Review and approval to move to 65% Design	15 days	Tue 10/28/08	Mon 11/17/08	10					
12		65% Submittal	0 days	Mon 1/26/09	Mon 1/26/09	8SS+105 days					
13		VOW 65% Review and approval to move to 90% Design	15 days	Tue 1/27/09	Mon 2/16/09	12					
14		90% Submittal	0 days	Mon 3/2/09	Mon 3/2/09	8SS+130 days					
15		VOW 90% Review and approval to complete final submittal	15 days	Tue 3/3/09	Mon 3/23/09	14					
16		Utility Coordination	115 days	Mon 10/27/08	Mon 4/6/09						
17		Utility Coordination Submittal	0 days	Mon 10/27/08	Mon 10/27/08	10					
18		Utility Coordination information due from Utilities	30 days	Tue 10/28/08	Mon 12/8/08	17					
19		Utility Conflict Information to Utilities	0 days	Mon 1/26/09	Mon 1/26/09	12					
20		Utility Conflict Resolution	50 days	Tue 1/27/09	Mon 4/6/09	19					



Note: this schedule is subject to change based on review timing of the Village of Wellington, permit agencies and utilities.

EXHIBIT ‘A’
SCOPE OF SERVICES
August 13, 2008

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 - Final
- Cost estimates will be provided to the Client at each submittal. The cost estimates are estimated probable cost only and are subject to change based on cost conditions. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- A maximum of five (5) sets of 11x17 plans will be provided at each submittal. The Consultant will provide one (1) set of plans with an electronic (pdf) file and Microstation file of all plan sheets to the Client prior to bidding. The Client will be responsible for assembling and reproducing all bid packages.
- Scope of work includes attendance at a maximum eleven (11) design phase meetings with the client. These meetings include:
 - Kick off meeting (1 meeting)
 - Design submission meetings (3 meetings)
 - Monthly design coordination meetings (7 meetings)

SCOPE OF SERVICES

Task 1 Roadway Construction Plans

Geotechnical Engineering

The KHA Team will provide Geotechnical engineering services based on best engineering practices utilizing existing information available from the Village to minimize costs. The Geotechnical Services consist of the following:

- Roadway auger borings at 200 foot intervals to confirm previous investigations, 6 feet deep, staggered left and right of the baseline of construction, along the roadway alignment.
- Borehole permeability tests
- SPT borings to a depth of 25 feet at each signalized intersection for 3 intersections. Muck delineation (if required). Isolation augers, as required, to determine the limits, both vertically and horizontally of any deleterious material encountered.
- Preparation of a final geotechnical report with, recommendations for the design and construction of the project. The report will provide soil survey and boring logs

Survey

The KHA Team will will provide Surveying services based on best engineering practices adequate for the design of the roadway . The Survey Services consist of the following:

- Review all recorded plats adjacent to the right-of-way to verify right-of-way limits. Should the surveyor uncover right-of-way discrepancies title work will be required to be provided by the Village and review of the title work will be an optional service in accordance with the hourly rate schedule.
- Establishment of a Baseline of Survey and centerline of construction for the design. Baseline monumentation will be an additional service.
- Acquire spot shots on visible fixed features.
- Acquire detail information the new drainage structures.
- Locate buried utilities as marked by the Village of Wellington and other utilities
- Acquire 4 partial cross sections of the linear lake that runs from Lake Worth road north to its terminus. The cross sections will be taken from the west top of bank of the lake to the toe of slope of the west side of the lake.
- Off-site survey other than the items listed above, is not included and can be provided as an additional service.
- Note, the Village of Wellington must provide title information for property control number: 73-41-44-21-00-000-5010, the only unplatted portion of property along the corridor. Scope of work includes review of this title work. Additional title review will be an additional service and provided hourly in accordance with the attached rate schedule.

Surface Water Management Design and Permitting

The KHA Team will complete the following tasks:

1. Attend preliminary design coordination meetings with the team and with the Village of Wellington.
2. Prepare the initial water management design for use in the design of the roadway and for use in obtaining the modification to the SFWMD ERP. Attend a second pre-application meeting, if required, with SFWMD to review the design.
3. Assemble the necessary administrative material, water management calculations, and application form, along with preliminary roadway design plans necessary for obtaining a modification of the SFWMD ERP.
4. Review the preliminary construction plans for consistency with the water management design. Distribute the ERP application package to the team and the Village for review and comment.
5. Incorporate comments received on the application package, finalize the application and design calculations and submit to SFWMD.
6. Prepare additional information and revised water management calculations in response to SFWMD's Request for Additional Information.
7. Attend additional meetings with the team, the Village and SFWMD to finalize the construction plans and obtain issuance of the permit modification.

Roadway Construction Drawings and Specifications

KHA will prepare a roadway base map using right-of-way and topographic survey and submit sets for review by the Client as specified in the Project Understanding. The 65% plans will be submitted for review by permitting agencies.

Utility Coordination

- a. KHA will research utility companies operating in the area and create a utility status matrix listing all companies and their contact information.
- b. Two copies of the 30% plans will be forwarded to utility companies known to operate within the project area with a request that each utility company return one set of redlined plans identifying the horizontal and vertical location of their facilities to KHA. KHA will log in each set of plans when returned by the utility companies.
- c. KHA will plot in Cad the information received from the utility companies on plan sheets. It is assumed that the survey data will indicate the current location of these facilities and that plans received back from the utility companies will serve to confirm this assumption and identify observed variations. Plans will be revised as required to reflect the approximate location of the various facilities based upon this information.
- d. Upon completion of 60% plans a utility conflict matrix will be completed in order to identify by station and offset the utility conflict. This information will be utilized by the soft dig company to verify the vertical elevations of the conflicted underground utilities.

During the design process it may become necessary to obtain actual vertical and horizontal locations (pot holes) of some of the identified underground facilities in the vicinity of proposed underground drainage systems or the traffic signal span wire poles. Verification of horizontal and vertical locations of utilities will be provided as an optional service on a per location basis upon approval by the Client.

- e. Once the vertical height of the existing underground utilities is verified, the information will be sent to each utility company with verified conflicts with 2 copies of the 60% plans requesting agreement to mitigation of the conflict.
- f. A meeting with the utility companies will occur prior to completion of 90% plans to finalize agreement on utility relocations.
- g. KHA will coordinate with the utilities company to receive correspondence from each utility company regarding utility relocations and will coordinate scheduling of utility relocations by franchise utilities (FPL, BellSouth, Comcast) to minimize impact to the roadway contractor. All utility relocation design will be the responsibility of the utility owner.

Based on utility location information, horizontal and profile alignment chains will be developed for those segments of utilities to plot them in the drainage structure and cross section sheets.

The final construction drawings will be prepared in accordance with the following:

- a. United States Department of Transportation: "Manual on Uniform Traffic Control Devices" (MUTCD) (2003 Edition) and supplements there to.
- b. State of Florida Department of Transportation (FDOT): "Design Standards", dated 2008 and Florida Green Book dated May 2005.
- c. FDOT: "Standard Specifications for Road and Bridge Construction, dated 2007".

KHA will prepare final construction documents. It is assumed the Technical Specifications for the project will be the FDOT Standard Specifications for Road and Bridge Construction (2007). In general the plans will contain the following information:

- a. A cover / key sheet will be prepared containing project identification information, a vicinity map, index of sheets and other information as may be appropriate.
- b. Typical sections will be prepared, detailing the proposed work. It is anticipated that four typical sections will be required to detail the South Shore Blvd modifications (mainline, mainline with superelevation, intersection of Pierson Road and intersection of Lake Worth Road) and one typical section will be required to detail the Lake Worth Road modifications.
- c. Pavement design with alternatives for the roadway and equestrian trail.
- d. A table will be prepared listing the anticipated pay items (per FDOT Standards), estimated quantities and the appropriate pay item footnotes for roadway, signalization and signing and pavement marking. Summary of earthwork will be shown on the same sheets.
- e. A working drainage map for permitting only will be prepared at 1"=200' scale with project aerial depicting the outline of the drainage system, location of outfalls, and direction of runoff adequate for SFWMD submittal. The drainage map will not be provided within the construction plan set.
- f. Horizontal alignments and geometric improvements will be detailed on the planimetric mapping provided by the Surveyor.

- g. Geometrics for the centerline of construction will be detailed on the plan sheets. The plan sheets will also show the existing pavement, existing utilities, proposed drainage layout, proposed utilities, limits of driveway restorations, curb radii, high and low points within the curb return, PC and PT stationing and elevations, handicap ramps with FDOT designation and swale information.
- h. KHA will prepare roadway profile sheets detailing the profile grade line, vertical points of intersection, vertical curvature. The profiles will also depict areas of superelevation and provide edge of pavement profiles for areas of superelevation. The roadway profiles will also show the mainline drainage line throughout the corridor.

Back of walk or equestrian trail profiles are not anticipated and will not be provided. Utilities other than mainline drainage will not be shown in the profile view, but will be shown in the cross section sheets.

- i. KHA will prepare detailed intersection sheets for the intersections of Lake Worth Road and Pierson Road. The intersection detail sheets will depict elevations at close intervals to properly reflect the intersection grading to the contractor. It is anticipated that a portion of Pierson Road will require reconstruction to accommodate the intersection approaches. The intersection detail sheets will also include special profiles as required for existing centerlines, proposed centerlines, lane lines and edges of pavement. Special intersection plateau design will be provided at the Pierson Road intersection which will require reconstruction of segments of Pierson Road at the intersection.
- j. Drainage Structure Sheets will not be provided.
- k. General notes defining the basis of design and construction requirements.
- l. Cross Section Sheets, at 100 foot intervals, detailing the existing and proposed conditions and showing the approximate location of existing utility lines per information provided by the surveyor and individual utility companies. The cross sections will provide earthwork quantities of unsuitable material, excavation and embankment. The cross sections provided will be working cross sections only and will not represent final sheets. They will be provided for the purposes of earthwork quantities only.
- m. Detail required revisions to the existing drainage system that will include construction notes, references to standard and special details.
- n. Special detail sheets may not be provided and can be reviewed as part of the shop drawing review.
- o. Signing and Pavement Marking plans will be prepared to address the impacts of the roadway modification including specially detailed "Next Signal" signs at the two signalized intersections.

- p. Traffic phasing plans depicting the roadway and equestrian construction. The plans provided will show typical sections, minor details and notes addressing the construction sequencing. The contractor will be required to provide maintenance of traffic plans, which will be reviewed as part as a submittal after contract award by the Village.
- q. NPDES erosion control plans and storm water pollution prevention plan necessary for SFWMD Permitting will be prepared by the the Engineer. The permittee of the NPDES permit will be the Village. The Consultant will apply for the permit application in the name of the Village.
- r. Conflicts with existing and proposed utilities will be clearly delineated on the plans with design solutions to each conflict.

The plan set will be prepared for reproduction as 11" x 17" sized plan sheets and at a Scale of 1"=40". The plan set will include the following:

The plan set will consist of: Key sheet, typical section sheet, summary of quantities and pay item notes, reference points and project layout, general notes, plan and profile sheets, drainage structure sheets, working cross section sheets, intersection details for Pierson Road and Lake Worth Road, detail sheets, stormwater pollution prevention plan/erosion control plan, signing and pavement marking plans, verified utility location sheets, traffic phasing details and notes.

Design Documentation

KHA will maintain project files documenting project design.

Technical Specifications

It is intended that all technical specifications will be within the plan set and a separate technical specifications package is not required.

Task 2 Traffic Signalization Plans (Optional Service)

Pre-Application Meeting

KHA will attend one meeting with the Palm Beach County Traffic Signal Department and the Village of Wellington to determine their design and permitting requirements for the modifications to the existing signals, and to confirm that mast-arm construction will not be required. Span wire or mast arm signalization design will be required at the following locations:

- Lake Worth Road and South Shore Blvd
- Fire Station and South Shore Blvd
- Pierson Road and South Shore Blvd.

Base Mapping

KHA will perform field review at the subject intersection and will attempt to obtain as-built drawings from the Palm Beach County Traffic Division for the subject intersections.

Prepare Conceptual Signal Plan (60% Plans)

KHA will develop a Conceptual Signal Plan for each of the subject intersections to be submitted to

Palm Beach County and the VOW for review. For the subject intersections, the Conceptual Signal Plan will indicate the location of the proposed relocated signal pole(s) if applicable, controller, span wire orientation, signal head placement, pedestrian signal heads and pushbuttons, and electrical service. The placement of pedestrian ramps and crosswalks will be based on the proposed ultimate plans for the widening of South Shore Boulevard. KHA will coordinate with Palm Beach County to determine the location or relocation of the signal hardware, the need for interconnection with adjacent traffic signals (if necessary), and the extent to which existing electric service can be used with the proposed signal.

KHA will submit the Conceptual Signal Plans to Palm Beach County and attend review meetings. KHA will coordinate with county staff and the Client to address comments on the preliminary design and then proceed to prepare the Signal Plans Package.

Prepare Final Signal Plans Package (90% Plans)

KHA will prepare a set of traffic signal design plans and furnish a Signal Plans Package for each intersection in accordance with the current appropriate Palm Beach County Traffic Division traffic signal plans preparation standards. The Signal Plans Package will include, proposed conduit layout, pay items, general notes, key sheet, detector schedules, traffic signal head legend, the strain pole structural calculation plan sheets, signal operations plan (SOP), and previously incorporated comments.

Each Signal Plans Package will consist of: Key Sheet; General notes; Tabulation of quantities; and Signalization plan by which to install the concrete pole assemblies, signal heads, vehicle detectors, and other equipment in the construction of the traffic signal at the subject intersection. Span wire design sheets will be included as part of the Signal Plans Package.

The Signal Plan Package will be submitted to the Palm Beach County Traffic Division for their review and comment. KHA will coordinate with the Client regarding any comments received from the County and then proceed to address comments and begin preparation of the Final Signal Plans Package, as described above.

KHA will require soft-digs to be performed at each proposed pole location should poles be relocated. Soft digs will be provided as an optional service.

Develop Span Wire Structural Calculations

Each pole calculation requires relative spot elevations at each pole location and at the crown of the roadway beneath each span wire. KHA will review the soils boring data and spot elevations and perform one analysis of the span wire at each of the three subject signals based on KHA's signal design.

Submit Final Signal Plans and Permitting

KHA will prepare the Final Signal Plans upon Palm Beach County Traffic Division's review and approval of the 90% plans or at the direction of the VOW. KHA will prepare and submit permit applications for the proposed signals to the Palm Beach County Traffic Division.

Final Acceptance of Traffic Signal Construction

Scope of work includes construction phase services for the signal construction and anticipates the following a maximum of four (4) total site visits per signal to review the signal construction.

Task 3 Bidding and Construction Phase Services

Consultant will provide one (1) copy and a pdf file of the bid documents consisting of construction drawings and specific technical specifications. The Village will provide all front-end documents and assemble the project document manual. The Village will provide front-end documents to the Consultant for review of conflicts with construction plans notes and details. Consultant will attend one (1) pre-bid meeting. Consultant will attend one (1) bid opening. Consultant will assist the Village in the review and recommendation of contract award. Consultant will prepare a maximum of one (1) addenda to all bidding contractors if necessary during bidding. Addenda do not include design related plan changes.

Consultant shall perform Construction Phase services to consist of observation of work performed/installed by Contractor to verify that construction is performed/installed in accordance with the approved plans and specifications. The Consultant will provide certification to SFWMD, Palm Beach County, Village of Wellington and ACME Improvement District and final inspection on constructed facilities for those agencies to accept the project. Record drawings will be provided by the contractor.

It is understood that the Village will be responsible for all project management during construction. The Village will direct the engineer to provide information. The Village will be responsible for enforcement of NPDES compliance and maintenance of traffic (MOT) compliance.

The contract will be a unit price contract.

The fee for construction phase services will be hourly in accordance with the approved rate schedule and is based on the following:

- A 8-month construction schedule from Notice to Proceed to final acceptance
- One month between substantial completion and final acceptance
- A field representative review of installed facilities of an average of 8-hours per week for the construction duration.
- Project manager involvement of an average of 2-hours per week for the construction duration
- One (1) shop drawing review. All engineer corrections to shop drawings will be incorporated the fabrication of materials without additional shop drawing review.
- One review of the MOT plan
- Review and response to an average of one request for information per month, maximum of 8, to requests for information.
- Review and response to a maximum of three (3) monetary or time related change orders.
- Review of one pay application per month and one final pay application – Total 9. Pay applications will be certified by the engineer of record as part of the scope of services.
- Attendance at one (1) preconstruction meeting
- Attendance at monthly meetings with the VOW and the Contractor, total of 8. Additional meetings will be included with site visits.

- Two (2) field reviews for substantial completion
- Two (2) field reviews for final acceptance
- A maximum of two record drawing reviews
- Certifications to SFWMD, Village of Wellington, Palm Beach County (signalization only) and ACEM Improvement District.

OPTIONAL SERVICES

The following optional services will be provided hourly at the client's direction

- Title review
- Public involvement
- Soft digs (on a per soft dig basis)
- Traffic signal design as specified in Task 5, provided on a per signal basis.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates or negotiated lump sum. Additional services we can provide include, but are not limited to, the following:

- Preparation of Landscape Plans
- Preparation of Street Lighting Plans
- Construction management on behalf of the Client
- Completion and submittal of National Pollutant Discharge Elimination System (NPDES) monitoring reports.
- Utility plans
- Hardscape plans
- Additional construction phase services such as field reviews, meetings, review of requests for information, review of pay applications beyond those specified in Task 6.

INFORMATION PROVIDED BY THE CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide information requested by KHA during the project, including but not limited to the following:

- Copies of all relevant data, including correspondence, reports, plans, or information in its possession which may be beneficial to the work effort performed by the consultant.
- Filing and application fees, permit review fees, impact fees or other associated assessments by other agencies.
- Details regarding required conduit for site lighting or other utilities not included in our design scope.
- Copies of existing roadway and utility plans.
- CAD drawing title blocks and any other mandated standards
- Copies of plats, property information and title search information.

SCHEDULE

We will provide our services as expeditiously as practicable to meet the following mutually agreed upon schedule. Our anticipated schedule is attached as Exhibit 'F' completion of design within 8-months of notice to proceed.

EXHIBIT B
FEE SUMMARY

TASK	FEE
Task 1 – Roadway Construction Plans	\$274,500
TOTAL LUMP SUM FEE	\$274,500
HOURLY SERVICES	
Task 3 – Construction Phase Services	\$68,500
OPTIONAL SERVICES	
Task 5 – Signalization Plans	
Signalization – Lake Worth Road and South Shore Blvd	\$24,000
Signalization – South Shore Blvd and Fire Station	\$19,500
Signalization – South Shore Blvd and Pierson Road	\$16,500
Total Task 5	\$60,000
Soft Digs (\$325/dig, Maximum of 25)	\$9,000
Public Involvement	Hourly – TBD
Title Review	Hourly - TBD

TOTAL MAXIMUM FEE **\$412,000**

KHA will perform the Scope of Services for a maximum fee of \$ 412,000 plus hourly expenses for public involvement and title review and determined and approved by the Village. All permitting, application, and similar project fees will be paid directly by the Client.

EXHIBIT B
HOURLY RATE SCHEDULE

The Consultant shall bill hourly work authorized by the Owner at the following hourly rates:

Personnel	Hourly Rate
Principal	\$230
Project Manager	\$155
Senior Engineer	\$164
Engineer Intern	\$110
Surveying Project Manager	\$150
Project Engineer	\$125
Project Surveyor	\$115
CADD Technician	\$90
Senior Cadd Technician	\$110
Field Representative	\$110
Clerical	\$60
2-Person Field Crew	\$135
3-Person Field Crew	\$165
GPS Field Crew	\$195

7. A

**WELLINGTON VILLAGE COUNCIL
AGENDA ITEM SUMMARY**

AGENDA ITEM NAME: RESOLUTIONS ADOPTING THE BUDGETS AND ASSESSMENT RATES FOR SURFACE WATER MANAGEMENT, SOLID WASTE COLLECTION AND WATER AND WASTE WATER UTILITIES

ACTION REQUESTED: Discussion ☒ Approval ☐

**BUDGET AMENDMENT
REQUIRED:** Yes ☐ No ☒ See Below ☐

PUBLIC HEARING: Yes ☒ No ☐

FIRST READING ☐

SECOND READING ☐

REQUEST: Staff recommends Council approval of Resolution numbers AC2008-05, R2008-90, and AC2008-06 as presented.

EXPLANATION:

- i. Resolution No. AC2008-05 sets forth the Acme Improvement District budget and related non-ad valorem assessment for Fiscal Year 2008/2009. The Resolution provides for rates and appoints Mayor Darell Bowen as the official authorized representative to certify the Surface Water Management Non-Ad Valorem Assessment Roll.

The accompanying budget for Surface Water Management totals approximately \$4.0 million and the Non-Ad Valorem assessment remains at \$146 per assessment unit, which was approved for TRIM on July 8th. This represents no increase in the Surface Water Management Assessment from the previous year and includes an \$11 assessment for Lake Shore Erosion project costs.

- ii. Resolution No.AC2008-06 adopts the Village of Wellington's Fiscal Year 2008/2009 Water and Wastewater Utility budget. The accompanying budget for the water and wastewater utility totals approximately \$15.4 million (excluding depreciation) and is based on the rate model update completed by our staff, proposing a water and wastewater rate increase of 5% in FY 2009.

- iii. Resolution No. R2008-90 provides for the Solid Waste Collection Program, Fiscal Year 2008/2009 Budget and Non-Ad-Valorem Assessment Roll and the Levying of Non-Ad Valorem assessments for Solid Waste Collection within the jurisdictional boundaries of the Village of Wellington. The accompanying budget for the solid waste collection program totals approximately \$3.7 million (excluding depreciation).The Resolution provides for rates and appoints Mayor Darell Bowen as the official authorized representative to certify the Solid Waste Collection Non-Ad Valorem Assessment Roll.

The accompanying FY 2008/2009 budget for solid waste totals approximately \$3.7 million. The assessment for curbside units includes an assessment of \$162 for FY 2008/2009 (an increase of \$33 from the prior year).

The assessment for container units includes an assessment of \$126 per unit for FY 2008/2009 (an increase of \$33 from the prior year).

The resolution also authorizes the Village to collect at the time of issuance of Certificate of Occupancy to newly constructed residential units, the same solid waste collection and recycling fee on a pro-rata basis, as all other residential units pay through the annual property assessment process.

The accompanying Exhibit A sets forth the rates for FY 2008/2009. The Resolution provides for the Solid Waste Collection Program Non Ad-Valorem assessment rates, special services rates and container rental rates; and authorizes the Village to collect at the time of issuance of Certificate of Occupancy to newly constructed residential units, the same Solid Waste Collection and Recycling fee, on a pro-rata basis, as all other residential units pay through the annual property assessment process.

In addition, the Resolution authorizes the Village to collect, at the time of issuance of a Certificate of Occupancy to newly constructed residential units, the same solid waste disposal fee, on a pro-rata basis, as all other residential units pay through the annual property assessment process. Funds received from collection of the disposal fee will be used to compensate the Contractor for its disposal costs not covered by fees collected through the annual property assessment from assessed residential units. The fee collected is the same as that collected by the Solid Waste Authority of Palm Beach County for disposal costs.

The accompanying Exhibit B sets forth the Solid Waste Disposal Service rates for FY 2008/2009. The proposed assessment for single family units is \$156.00 per unit and the proposed assessment for multi family units is \$87.00 per unit.

FISCAL IMPACT: Approval of the foregoing Resolutions adopts the budgets and non ad valorem assessment rates for the Surface Water Management and the Solid Waste fund; and adopts the budgets and rates for the Water/Wastewater fund for the fiscal year commencing October 1, 2008 and ending September 30, 2009.

RECOMMENDATION: Staff recommends approval of the foregoing Resolutions as presented to Council.

Proposed 2008/2009 Non Ad Valorem Assessments and Utility Rates

	<u>Adopted</u> <u>2007/2008</u>	<u>Proposed</u> <u>2008/2009</u>	<u>Change From</u> <u>Prior Year</u>	<u>% Change</u>
Surface Water Management	\$146	\$146	-	-
Solid Waste				
Residential Curbside	\$129	\$162	\$33	25.58%
Residential Containerized	\$93	\$126	\$33	35.48%
Water				
Base	13.75	14.44	\$0.69	5.00%
Per 1,000 gal based on usage	\$1.55 - 5.10	\$1.63 - 5.36	\$0.08 - 0.26	5.00%
Wastewater				
Base	12.75	13.39	\$0.64	5.00%
Per 1,000 gal	1.41	1.48	\$0.07	5.00%

RESOLUTION NO. AC2008-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ACME IMPROVEMENT DISTRICT ADOPTING THE DISTRICT BUDGET AND NON-AD VALOREM ASSESSMENT ROLL AS PROVIDED HEREIN; LEVYING OF THE NON-AD VALOREM ASSESSMENTS FOR THE DISTRICT AND APPOINTING AN AUTHORIZED REPRESENTATIVE OF THE DISTRICT FOR CERTIFICATION OF THE DISTRICT'S NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 2003-330, Laws of Florida, and specified provisions of Chapter 298, Florida Statutes, provide that the Board of Supervisors of Acme Improvement District shall consider and adopt an annual budget for the District; and

WHEREAS, Chapter 2003-330, Laws of Florida and specified provisions of Chapter 298, Florida Statutes, provide that the Board of Supervisors, in accordance with the District's budget, shall levy Non-Ad Valorem assessments upon designated lands lying within the jurisdictional boundaries of the District; and

WHEREAS, Section 197.3632, Florida Statutes, requires the Board of Supervisors of the District to adopt a Non-Ad Valorem Assessment Roll; and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the Board of Supervisors of the District to designate an authorized representative of the District to certify the District's Non-Ad Valorem Assessment Roll to the Tax Collector of Palm Beach County, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ACME IMPROVEMENT DISTRICT that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The proposed budget attached hereto is hereby made a part hereof and adopted as the budget for the District's Fiscal Year 2008-2009, except as said budget may be otherwise modified or adjusted in accordance with the laws of the State of Florida.

SECTION 3. The District's Non-Ad Valorem special assessments shall be levied in accordance with the herein above adopted budget, except as said levy may be otherwise modified or adjusted in accordance with the laws of the State of Florida.

SECTION 4. The District's Non-Ad Valorem Assessment Rates for Fiscal Year 2008-2009, per computed acre, are hereby adopted as follows:

SURFACE WATER MANAGEMENT: \$146

SECTION 5. The District's Non-Ad Valorem Assessment Roll is hereby adopted, except as said Non-Ad Valorem Assessment Roll may be otherwise modified or adjusted in accordance with the laws of the State of Florida.

SECTION 6. The District's Non-Ad Valorem Assessment Roll as adopted is to be continued to be collected from year to year until discontinued.

SECTION 7. In accordance with Section 197.3632(5), Florida Statutes, Darell Bowen, President of Acme Improvement District, is hereby designated and authorized to certify the 2008-2009 Acme Improvement District's Non-Ad Valorem Assessment Roll to the Tax Collector of Palm Beach County, Florida.

SECTION 8. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 25th day of August, 2008.

ATTEST:

ACME IMPROVEMENT DISTRICT

By: _____
Awilda Rodriguez, Secretary

By: _____
Darell Bowen, President

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Jeffrey S. Kurtz, Board Attorney

Village of Wellington

Proposed Surface Water Management Budget

FY 2008/2009

	2008/2009 Proposed Budget
REVENUES	
Taxes:	
Non Ad Valorem Assessments:	
Surface Water Management	\$3,577,758
Licenses & Permits	5,000
Charges for Services	329,918
Miscellaneous	25,000
Interest	64,000
TOTAL REVENUES	\$4,001,676
EXPENDITURES	
Physical Environment	
Surface Water Management	\$1,662,669
Environmental Services/BMP	301,077
Operating Contingency	-
Total Physical Environment	1,963,746
Capital Outlay	425,545
Debt Service	-
Transfers Out:	
Indirect Cost Allocation	790,163
Total Transfers Out	790,163
Increase/(Decrease) to Reserves	822,222
TOTAL EXPENDITURES	\$4,001,676

RESOLUTION NO. AC2008-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ACME IMPROVEMENT DISTRICT ADOPTING THE WATER AND SEWER UTILITY BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2008, AND ENDING SEPTEMBER 30, 2009; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of Acme Improvement District have reviewed the Water and Sewer Utilities Budget and find that it will meet the necessary financial requirements for the Fiscal Year 2008/2009.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ACME IMPROVEMENT DISTRICT that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The Board of Supervisors hereby approves and adopts the proposed Water and Sewer Utility budget attached hereto for the Fiscal Year 2007/2008.

SECTION 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 25th day of August, 2008.

ATTEST:

ACME IMPROVEMENT DISTRICT

By: _____
Awilda Rodriguez, Secretary

By: _____
Darell Bowen, President

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Jeffrey S. Kurtz, Board Attorney

Exhibit A
Village of Wellington
Proposed Utility System Budget
FY 2008/2009

	2008/2009 Proposed Budget
OPERATING REVENUES	
Water	\$7,560,000
Wastewater	5,500,000
Standby	65,000
Penalty	220,000
Meters	40,000
Interest	1,256,000
Intergovernmental Revenue	0
Other	196,000
Use of Rate Stabilization Fund	
Use of Reserves	
CAPACITY FEES	
Water Capacity	250,000
Sewer Capacity	275,000
Total Revenues	\$15,362,000
EXPENDITURES	
Operating	
Utility Administration	\$505,538
Water Treatment Facility	2,948,193
Water Distribution	617,145
Water Meter Services	628,083
Utility System Maintenance	502,112
Wastewater Treatment Facility	1,803,198
Wastewater Collections	837,792
Utility Customer Service	739,528
Laboratory	106,573
Total Operating Expenditures	8,688,162
Transfers	
Indirect Cost Allocation	1,480,000
Total Operating Transfers	1,480,000
Debt Service	
Principal & Interest on Bonds	2,946,100
Total Debt Service	2,946,100
Capital Outlay	
Fixed Assets	489,538
System Expansion Projects	8,500,000
System Maintenance Projects	2,334,000
Capital Contingency	541,700
Total Capital Outlay	11,865,238
Capital Renewal & Replacement	
Capacity Fee Funding	(8,400,000)
Capital Account Funding	(1,217,500)
Total Renewal & Replacement	(9,617,500)
Total Expenditures	\$15,362,000

Note: Depreciation of approximately \$4,300,000 is not included.

RESOLUTION NO. R2008-90

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA ADOPTING THE SOLID WASTE COLLECTION PROGRAM BUDGET AND NON-AD VALOREM ASSESSMENT ROLL AND LEVYING THE NON-AD VALOREM ASSESSMENTS FOR SOLID WASTE COLLECTION WITHIN THE JURISDICTIONAL BOUNDARIES OF THE VILLAGE; PROVIDING FOR RATES AND APPOINTING AN AUTHORIZED REPRESENTATIVE OF THE VILLAGE TO CERTIFY THE VILLAGE'S SOLID WASTE COLLECTION NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Wellington, Florida adopted Ordinance No. 98-17, which is codified as Chapter 46 "Solid Waste" of the Code of Ordinances of the Village of Wellington, establishing a mandatory Solid Waste Collection Program for the Village; and

WHEREAS, Chapter 46 "Solid Waste" requires the Village to implement the Solid Waste Collection Program by adopting rates for all customers, accounts, and Dwelling Units which require Residential Solid Waste Collection services as required by the Village; and

WHEREAS, the Village desires to charge those customers, accounts, and Dwelling Units requiring residential curbside and containerized service as required by the Village's Solid Waste Collection Program pursuant to the procedures in Section 197.3632, Florida Statutes and otherwise known as the "uniform method"; and

WHEREAS, the Village has completed a review of said rate schedules and annual Solid Waste Collection Non-Ad Valorem Assessment Roll; and

WHEREAS, Section 197.3632, Florida Statutes, requires the Village, when adopting the Solid Waste Collection Non-Ad Valorem Assessment Roll, to specify the unit of measurement for the assessment and the amount of the assessment as defined in Chapter 46 "Solid Waste" and as defined in the Solid Waste and Recycling Collection Agreement executed between the Village and Contractor; and

WHEREAS, the Village Council of the Village of Wellington is required to consider and adopt a budget for the Village; to levy Non-Ad Valorem assessments for the Solid Waste Collection Program upon designated lands lying within the jurisdictional boundaries of the Village in accordance with the Village's budget; to adopt a Non-Ad Valorem assessment roll; and to designate an authorized representative of the Village to certify the Village's Non-Ad Valorem assessment roll to the Tax Collector of Palm Beach County, Florida for the Solid Waste Collection Program; and

WHEREAS, the Village desires to charge all Non-Assessed Residential Units resulting from new construction during the year or post-January 1, 2008 annexation of property into the Village of Wellington that require Solid Waste Disposal services which costs are not

assessed by the Village Solid Waste Authority of Palm Beach County, Florida (Authority) pursuant to the procedures in Section 197.3632, Florida Statutes; and

WHEREAS, the Village has awarded a Solid Waste and Recycling Collection Agreement ("Contract") for the performance of specified solid waste and recycling collection services; and

WHEREAS, the Village has agreed to compensate the Contractor for disposal costs associated with newly constructed Residential Collection Units which are not assessed by the Village or the Authority pursuant to the Uniform Method of Collection of Non-Ad Valorem Assessments ("Uniform Method"); and

WHEREAS, the Authority collects fees for all or a portion of the cost of processing and disposing of solid waste and recycling materials from all improved property in Palm Beach County using the Uniform Method; and

WHEREAS, the Contractor invoices and collects the cost of disposal from commercial customers resulting from new construction during the year once a certificate of occupancy (CO) has been issued by the Village to such customer at the time the account is established between the Contractor and the commercial customer; and

WHEREAS, it is the policy of the Village that the Solid Waste Management Program be fiscally self-supporting as an enterprise fund operation requiring all improved properties located within the Village to pay for the full costs of Solid Waste services, including Contract services provided; and

WHEREAS, the Village desires all Non-Assessed Residential Units to pay for the Contract services provided pursuant to the Solid Waste Management and Mandatory Solid Waste and Recycling Collection Program; and

WHEREAS, the Village has completed a review of said rates.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA that:

SECTION 1: The foregoing recitals are hereby affirmed and ratified.

SECTION 2: The terms used herein have the meaning set out in Chapter 46 "Solid Waste".

SECTION 3: The Solid Waste Collection Program Budget attached hereto is hereby adopted as the Solid Waste Collection Program Budget for the Village's Fiscal Year 2008-2009, except as said Budget may be otherwise modified or adjusted in accordance with the laws of the State of Florida.

SECTION 4: The Solid Waste Collection Non-Ad Valorem Assessments shall be levied in accordance with the hereinabove adopted Solid Waste Collection Program Budget, except as said levy may be otherwise modified or adjusted in accordance with the laws of the State of Florida.

SECTION 5: The Solid Waste Collection Non-Ad Valorem Assessment Rates for Residential Assessed Units within the Village shall be One Hundred Sixty-two Dollars (\$162.00) for curbside service and One Hundred Twenty-six Dollars (\$126.00) for container service. The Solid Waste Collection Non-Ad Valorem Assessment Rates shall be for the Fiscal Year 2008-2009 and shall become effective October 1, 2008.

SECTION 6: The Solid Waste Collection Non-Ad Valorem Assessment Roll is hereby adopted, except as said Solid Waste Collection Non-Ad Valorem Assessment roll may be otherwise modified or adjusted in accordance with the laws of the State of Florida.

SECTION 7: The Solid Waste Collection Non-Ad Valorem Assessment Roll as adopted is to be continued to be collected from year to year until discontinued.

SECTION 8: Darell Bowen, Mayor the Village of Wellington, is hereby designated and authorized to certify the Village of Wellington's 2008-2009 Solid Waste Collection Non-Ad Valorem Assessment Roll.

SECTION 9: The Village is hereby adopting fees for the purpose of providing for: 1) the collection of Residential Solid Waste from residential curbside and containerized customers, accounts, and Dwelling Units for newly constructed residential structures located within the Service Area which are not subject to the Uniform Method as allowed by Florida Statutes (defined as the "Non-Assessed Residential Units"); and 2) to provide a fee for the servicing of commercial accounts located within the Service Area.

The Schedule of Rates to be applied to Non-Assessed Residential Units for Residential Solid Waste Collection Service, as described in this section and as set forth in the attached Exhibit A, is hereby adopted. The monthly rates for service to Non-Assessed Residential Units shall be identical to the monthly residential curbside and containerized rates which are applied to Residential Assessed Units.

The amount of the fees charged and collected from a Non-Assessed Residential Unit, as set forth in Exhibit "A", shall be computed as provided in this section. Since the addition of newly constructed residential structures can occur uniformly throughout the period of time between when a property is recognized on the Property Appraiser's Tax Roll and the rates for service are subsequently collected using the Uniform Method for Residential Solid Waste Collection services, it is necessary to prorate and collect said fees for that period of time which Residential Solid Waste Collection services are provided to the Non-Assessed Residential Unit. The amount of the fees charged and collected from a Non-Assessed Residential Unit shall be computed by the Village based on the formula contained in this section. The Village shall collect said fees for Non-Assessed Residential Units as provided for in this Resolution.

The Village shall compute the amount of fees based on the following formula:

Non-Assessed Residential Unit Billing Formula:

$$(MR \times MF) + (DR \times RD) = \text{Total Fees Due}$$

MR = The rate for Residential Solid Waste Collection services as shown on Exhibit A expressed on monthly basis (Annual Rate divided by 12 months).

MF = Factors from Monthly Factor Table as determined by the Village.

DR = The rate for Residential Solid Waste Collection services for Non-Assessed Residential Units as shown on Exhibit A expressed on a daily basis (Annual Rate divided by 365 days).

RD = Remaining days in month in which a Certificate of Occupancy or Certificate of Completion or Release of Electrical Power (collectively referred to as the CO) for a newly constructed residential Dwelling Unit, including the day of issue.

The determination of the fees to be collected from Non-Assessed Residential Units associated with new construction, as outlined in this section, will not be applicable to commercial service. The Schedule of Rates shown on Exhibit A for Non-Assessed Residential Units shall be for the 2008-2009 Fiscal Year and shall become effective October 1, 2008.

The Village shall collect fees charged to the Non-Assessed Residential Units as follows:

- a. At the time application is made for a newly constructed residential building, the Village, pursuant to the terms of this Resolution, shall collect from each CO Applicant the Non-Assessed Residential Unit fees calculated in accordance with the methodology used by the Village as set forth in this Resolution. No CO shall be subsequently issued without proof indicating the full payment of the Non-Assessed Residential Unit fees required to provide Residential Solid Waste Collection services.
- b. Any residential properties with existing improvements thereon which were annexed into the Village after January 1, 2008, shall be billed for full payment of the Residential Solid Waste Collection services calculated in accordance with the methodology as set for in this Resolution.
- c. All fees collected from Non-Assessed Residential Units will be deposited into funds for the benefit of the Solid Waste Enterprise Fund.
- d. The non-payment of the Non-Assessed Residential Unit fees for Residential Solid Waste Collection service shall not constitute a lien on the property of the Applicant which has not paid such fees.

SECTION 10: The Schedule of Rates for Commercial Solid Waste Collection service, as set forth in the attached Exhibit "A", is hereby adopted as the Commercial Rates. The rates for Commercial Solid Waste Collection service shall be billed by the Contractor granted a Franchise Agreement to provide exclusive collection services to this class of service as defined in the Solid Waste and Recycling Collection Agreement. A written agreement between the Contractor and each commercial customer or account shall be required and entered into regarding the level and type of service to be provided and manner of collection of fees. The Schedule of Rates shown on Exhibit A for Commercial Solid Waste Collection service shall become effective October 1, 2008.

SECTION 11: The Schedule of Rates to be charged for special services at the request of the customer and for container rentals, all as shown in the attached Exhibit A, is hereby adopted. The attached Schedule of Special Rates and Container Rental Rates shall become effective October 1, 2008.

SECTION 12: The Village does hereby adopt fees for the purpose of providing for the collection of Solid Waste Disposal Costs from Non-Assessed Residential Units for newly constructed structures and post-January 1, 2008 annexations into the Village of Wellington located within the Service Area which are not subject to collection pursuant to the Uniform Method as authorized by Florida Statutes by either the Village or the Authority.

The Schedule of Rates to be applied to Non-Assessed Residential Units for Solid Waste Disposal Costs, as described in this Resolution and as set forth in Exhibit "B", attached hereto and made a part hereof, is hereby adopted. The rates for Solid Waste Disposal Costs for Non-Assessed Residential Units shall be based upon the average solid waste generation rates for that category of waste established in Exhibit 1 of the Contract and the tipping fee for the disposal of such waste as provided by the Authority for Residential Curbside and Containerized Service, which are also applied to residential Assessed Units by the Authority.

The amount of the fees charged and collected from a Non-Assessed Residential Unit, as set forth in Exhibit "B", shall be computed as provided in this Resolution. Since the addition of newly constructed structures can occur uniformly throughout the period of time between when a property is included on the Property Appraiser's Assessment Roll and the rates for disposal set by the Authority are subsequently collected using the Uniform Method from the Non-Assessed Residential Units, it is necessary to prorate said fees for that period of time which Solid Waste Disposal service is provided to the Non-Assessed Residential Units. The amount of the fees charged and collected from Non-Assessed Residential Units shall be computed by the Village based on the formula contained in this Section. The Village has an Agreement with the Authority which provided, among other things, for the collection of fees from Assessed Residential Units for the Disposal Cost of Solid Waste using the Uniform Method. The Village shall collect fees from Non-Assessed Residential Units, as provided for in this Resolution, in accordance with disposal costs and rates established by the Authority and the provisions of the Solid Waste Management Program adopted by the Village.

The Village shall compute the amount of fees for Solid Waste Disposal Costs for each Non-Assessed Residential Unit based on the following formula:

Non-Assessed Residential Unit Billing Formula:

$$(MR + MF) + (DR \times RD) = \text{Total Fees Due}$$

MR = The rate for Residential Solid Waste Disposal Costs as shown on Exhibit "B" expressed on a monthly basis (Annual Rate divided by 12 months).

MF = Factors from Monthly Factor Table as determined by the Village.

DR = The rate for Residential Solid Waste Disposal Costs for Non-Assessed Residential Units as shown on Exhibit "B" expressed on a daily basis (Annual Rate divided by 365 days).

RD = Either the remaining days in the month in which a Certificate of Occupancy or Certificate of Completion or Release of Electrical Power (collectively referred to as the CO) for a newly constructed residential dwelling unit including the day of issue, or remaining days in the month since the date of annexation into the Village of Wellington, whichever is applicable.

The Schedule of Rates shown on Exhibit "B" for the collection of Solid Waste Disposal Costs from Non-Assessed Residential Units shall be for the 2008/2009 Fiscal Year and shall become effective October 1, 2008.

The Village shall collect fees charged to the Non-Assessed Residential Units as follows:

a. At the time application is made for a newly constructed residential unit or structure, the Village shall collect from each CO Applicant the Non-Assessed Residential Unit fees for Solid Waste Disposal calculated in accordance with the methodology as set forth in this Resolution. No CO shall be issued without proof indicating the full payment of the Non-Assessed Residential Unit fees required to provide Residential Solid Waste Disposal services.

b. Any residential properties with existing improvements thereon which were annexed into the Village after January 1, 2008, shall be billed for full payment of the Non-Assessed Residential Unit fees for Solid Waste Disposal calculated in accordance with the methodology as set for in this Resolution.

c. All fees collected from Non-Assessed Residential Units will be deposited into funds for the benefit of the Solid Waste Enterprise Fund.

d. The non-payment of the fees for Non-Assessed Residential Unit Solid Waste Disposal service shall not constitute a lien on the property of the Applicant which has not paid such fees.

No fee shall be collected from a newly constructed commercial unit since the invoicing and collection of disposal costs are the responsibility of the Contractor and commence immediately upon establishment of the account for service. Calculating a commercial unit Solid Waste Disposal Cost shall be done in accordance with the formula contained in Exhibit 1 of the Contract and shall be included in the customer's disclosure notice provided by the Contractor.

SECTION 13: A copy of this Resolution shall be kept on file with the Village Clerk and shall be open to inspection to all interested parties.

SECTION 14: If any clause, section, or provision of this Resolution shall be declared by a court of competent jurisdiction to be unconstitutional or invalid for any cause or reason, only such portion shall be eliminated from this Resolution and the remainder of this Resolution shall continue in full force and effect and shall be construed to fulfill the intent of this Resolution so as to be a valid as if such invalid portion thereof had not been incorporated therein.

SECTION 15: This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this _____ day of August, 2008.

ATTEST:

VILLAGE OF WELLINGTON

By: _____
Awilda Rodriguez, Village Clerk

By: _____
Darell Bowen, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Jeffrey S. Kurtz, Village Attorney

Village of Wellington

Proposed Solid Waste Budget

FY 2008/2009

	2008/2009 Proposed Budget
SYSTEM REVENUES	
Solid Waste Collection Assessments	\$3,326,404
Roll Off Fees (Permit & Service)	35,000
Franchise Fee Receipts	183,000
Interest Income	172,000
New Cart/Bin Charges	
Total Revenues	\$3,716,404
OPERATING EXPENDITURES	
Personnel Services	\$148,738
Outside Services	13,500
Solid Waste Collection	3,018,000
Other Operating Expenses	55,669
Indirect Cost Allocation	225,506
Total Operating Expenditures	3,461,413
NON-OPERATING EXPENDITURES	
Capital Outlay	-
TRANSFERS	
Repayment to General Fund	2,125,567
Increase/Decrease to Reserves	(1,870,576)
Total Expenditures	\$3,716,404

EXHIBIT "A"

SCHEDULE OF ANNUAL ASSESSMENT RESIDENTIAL UNIT SOLID WASTE COLLECTION SERVICE AND COMMERCIAL SOLID WASTE COLLECTION SERVICE RATES AND OTHER MISCELLANEOUS FEES

1. Non Ad Valorem Assessment Residential Solid Waste Collection Service Rate per Dwelling Unit to be applied to Residential Assessed Units as set forth in this Resolution.

	Rate for Services		
	Annual (*)	Monthly (*)	Daily (*)
Residential Curbside Service	\$ 162.00	\$ 13.50	\$ 0.4438
Residential Containerized Service	\$ 126.00	\$ 10.50	\$ 0.3452

- (*) Amounts shown do not include Solid Waste Disposal Costs which are billed separately by the Solid Waste Authority of Palm Beach County. To the extent that the Village is required to collect Solid Waste Disposal Costs for the Solid Waste Authority of Palm Beach County, said cost(s) shall be in addition to the Rates for Services as set forth above.

2. Commercial Solid Waste Collection Service Rates for service type:

	Rate for Services (*)
Container	\$ 5.69 per cubic yard
Compactor – 12 cubic yards or less	\$ 17.04 per cubic yard
Compactor greater than 12 cubic yards	\$ 265.00 per container (pull)
Roll-Off (permanent)	\$ 265.00 per container (pull)

- (*) Amounts shown do not include Solid Waste Disposal Costs which are billed separately by the Solid Waste Authority of Palm Beach County.

3. Monthly Container Rental Rates:

Containers (Non-Compacting)	
Size (cubic yards)	Rate (without locking mechanism)
1 yard	\$19.00
2 yard	\$20.00
3 yard	\$21.00
4 yard	\$22.00
6 yard	\$25.00
8 yard	\$27.00

4. Charges for Special Services:

SERVICE	RATE PER SERVICE
Rolling Out Commercial Universal Container with 10 or more feet per direction	\$1.00/Container Service (No charge for residential or commercial less than 10 feet per direction)
Rolling Out Container (and returning it to original location)	\$2.70 Container/Service (more than 10 feet per direction)
Back-door Service (Residential curbside Only) ⁽¹⁾ Solid Waste and Recycling only	Negotiable between the parties But not to exceed \$21.00/month/unit
Opening (and closing) Doors or Gates	No Charge
Locks for Containers	\$9.00 (one time) Charges for replacements based on cost + 10%
Unlocking Containers	\$1.35/Container/Service
Supplying (and retrofitting) Locking Mechanism on Container ⁽²⁾	\$55.00
Adding Wheels to or Changing wheels on Containers	No Charge for Contractor owned Containers (See rate for other containers)
Adding Lids to or Changing Lids on Containers	No Charge for Contractor owned Containers (See rate for other containers)
Moving Container Location per Customer Request	No Charge for Contractor owned Containers
Changing Out Sizes (Above once per year) ⁽³⁾	\$25.00
Additional Scheduled Pick-ups for Residential Container Customers	Same as applicable Commercial Collection Rates (no disposal charges)
Additional Unscheduled (not including 'on-call') Pickups for Commercial and Residential Container Customers	\$85.00 special service fee plus 3 times applicable commercial rates per dumpster (no disposal charges for residential)
Cut Tree and Canopy Removal	\$12.00 per cubic yard plus \$75.00 service charge

- (1) These will be no charge for those residents medically unable to bring solid waste, vegetative waste, or recyclable materials to curbside as delineated in Section 7.
- (2) Determine or necessity of locking mechanism is based on customer requirements.
- (3) The first container change out service is free to the customer.

EXHIBIT “B”

SCHEDULE OF ANNUAL ASSESSMENT RESIDENTIAL UNIT
SOLID WASTE DISPOSAL SERVICE RATES

Non-Assessed Residential Unit Solid Waste Disposal Service Rate per dwelling unit to be applied to new residential construction as set forth in this Resolution.

Residential Service (per dwelling unit)	Rate for Services		
	Disposal (*)	Monthly (*)	Daily (*)
Single Family	\$ 156.00	\$ 13.00	\$ 0.4273
Multi-Family			
2 through 4 Units	\$87.00	\$ 7.25	\$ 0.2383
5 and More Units	\$87.00	\$ 7.25	\$ 0.2383
Mobile Homes	\$149.00	\$ 12.42	\$
	0.4082		

- (*) Amount shown is the cost of solid waste disposal for all residential curbside and containerized services countywide as established annually by the Authority. The Village is obligated to collect the cost of solid waste disposal to compensate the Contractor for disposal costs not collected pursuant to the Uniform Method. Amounts shown are to be collected in addition to Solid Waste Collection Rates.

7. B

**WELLINGTON VILLAGE COUNCIL
AGENDA ITEM SUMMARY****AGENDA ITEM NAME:** RESOLUTION NO. R2008-75 (GRAND PRIX ACRES)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, APPROVING A MASTER PLAN AMENDMENT APPLICATION KNOWN AS GRAND PRIX ACRES PETITION NO. 2003-014 MPA2 TO AMEND THE SOUTHERN 82 ACRES OF THE GRAND PRIX ACRES MASTER PLAN TO DEPICT A REDUCTION OF DWELLING UNITS FROM 64 UNITS TO NOT MORE THAN 25 UNITS; FOR THE PROPERTY LOCATED ON THE SOUTH SIDE OF PIERSON ROAD AND ON THE NORTH SIDE OF 40TH STREET SOUTH ONE MILE WEST OF SOUTH SHORE BOULEVARD, AS DESCRIBED MORE PARTICULARLY HEREIN; AND PROVIDING AN EFFECTIVE DATE.

ACTION REQUESTED: Discussion ☐ Approval ☒

**BUDGET AMENDMENT
REQUIRED:** Yes ☐ No ☒ See Below ☐

PUBLIC HEARING: Yes ☒ No ☐

FIRST READING ☒

SECOND READING ☐

REQUEST: Michael F. Sexton, P.E. P.S.M., on behalf of the owner, is seeking approval of a Master Plan Amendment to modify the previously approved Master Plan's southern 82 acres to reduce the number of dwelling units from 64 to 25 and to allow development in two phases: (1) the eastern 21 acres containing the current Littlewood Farm equestrian training and showgrounds with 10 future dwelling units; and (2), the western 62 acres with 15 dwelling units.

EXPLANATION: The proposed master plan does not propose any change to the northern 242 acres of the Grand Prix Farms subdivision. The proposed change is to the southern 82 acres to reduce the number of dwelling units approved from 64 units to a maximum of 25 units. The proposed master plan is consistent with the Village's Comprehensive Plan and the Residential "B" (0.1-1.0 dwelling units per acre) Future Land Use Map (FLUM) designation and the Equestrian Preservation Element. The proposed gross density range of 0.29 units per acre is consistent with the Residential "B" FLUM designation.

The request was presented to the Equestrian Preserve Committee at their August 13, 2008 meeting and to the Planning Zoning and Adjustment Board at their meeting of August 14, 2008.

FISCAL IMPACT: N/A.

RECOMMENDATION: Based on the findings and the determination of consistency with the Village's Comprehensive Plan and Land Development Regulations, staff recommends approval of Petition 2003-0014 MPA2.

RESOLUTION NO. R2008-75

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, APPROVING A MASTER PLAN AMENDMENT APPLICATION KNOWN AS GRAND PRIX ACRES PETITION NO. 2003-014 MPA2 TO AMEND THE SOUTHERN 82 ACRES OF THE GRAND PRIX ACRES MASTER PLAN TO DEPICT A REDUCTION OF DWELLING UNITS FROM 64 UNITS TO NOT MORE THAN 25 UNITS, FOR THE PROPERTY LOCATED ON THE SOUTH SIDE OF PIERSON ROAD AND ON THE NORTH SIDE OF 40TH STREET SOUTH ONE MILE WEST OF SOUTH SHORE BOULEVARD, AS DESCRIBED MORE PARTICULARLY HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council, as the governing body of the Village of Wellington, Florida, pursuant to the authority in Chapter 163 and Chapter 166, Florida Statutes, and the Land Development Regulations, as adopted by the Village of Wellington, is authorized and empowered to consider petitions related to zoning and land development orders; and

WHEREAS, the notice and hearing requirements as provided in Article V of the Land Development Regulations, as adopted by the Village of Wellington, have been satisfied; and

WHEREAS, the subject site has been zoned to Residential "B" by the Village; and

WHEREAS, the Equestrian Preserve Committee, after notice and public hearing has considered the petition of 2004-001 MPA, at their July 9, 2008 and August 13, 2008 public hearings; and

WHEREAS, the Planning, Zoning and Adjustment Board, after notice and public hearing has considered the petition of 2004-001 MPA, at their July 10, 2008 and August 14, 2008 public hearings; and

WHEREAS, the Village Council has considered the evidence and testimony presented by the Petitioner and other interested parties and the recommendations of the various Village of Wellington agencies and Village Consultants; and

WHEREAS, The Village Council has determined that the proposed master plan amendment is consistent with the current Village of Wellington Comprehensive Plan designation of Residential "B" and with the Equestrian Overlay Zoning District.

WHEREAS, The Village Council has made the following findings of fact:

1. The proposed Master Plan Amendment is consistent with the Comprehensive Plan.
2. The subject request is consistent with the stated purposes and intent of the Code.

3. The requested Master Plan Amendment is consistent with the surrounding land uses and zoning districts.
4. No adverse impacts to the natural environment are expected to occur as a result of an approval of the Master Plan Amendment request.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA THAT:

SECTION 1: The Master Plan Amendment Application of Far Niente Stables, VI, LLC owner, is hereby approved for real property as described in Exhibit "A" subject to subject to the conditions of approval contained herein, which are in addition to the general requirements otherwise provided by ordinance:

1. All previous conditions not amended by this petition shall remain in effect. **(PLANNING & ZONING)**
2. A roadway connection between the existing terminus of Lake Worth Road and South Road must be provided utilizing one of the following:
 - a. an approved route through Wellington Country Place PUD;
 - b. a route utilizing the Lake Worth Road right-of-way;
 - c. a route utilizing 40th Street; or
 - d. a route utilizing some combination of the above or other approved route. . **(PLANNING & ZONING/VILLAGE ENGINEER)**
3. The specific route for creation of the roadway identified in Condition #2 shall be approved by the Village Engineer, the alignment shall consider and incorporate, if necessary, alternate adequate bridle paths. **(VILLAGE ENGINEER)**
4. Prior to abandonment of the Lake Worth Road right of east of South Road, the applicant shall either:
 - a. Provide surety, right-of-way and construction documents for the east-west roadway which documents shall be subject to approval by the Village Engineer and Village Attorney;
 - b. Complete construction of the east-west roadway; or
 - c. Execute a development agreement by the Village Council that provides for the construction of the roadway, including identification of the specific right-of-way for the roadway, a construction schedule, and method of providing surety for completion of construction. **(PLANNING & ZONING)**
5. The Master Plan, as amended by this application, is subject to applicable density requirements of the Comprehensive Plan and the Equestrian Overlay Zoning District:. Density shall not exceed a maximum of 25 units: (1) not more than 15 dwelling units in the "Phase II" portion of the site located west of south road; and (2) not more than 10 units in the "Future Development" Portion of the site, located east of South Road. **(PLANNING & ZONING)**

SECTION 2: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2008.

VILLAGE OF WELLINGTON

BY: _____
Darell Bowen, Mayor

ATTEST:

BY: _____
Awilda Rodriguez, Village Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: _____
Jeffrey S. Kurtz, Village Attorney

Exhibit "A"
Legal Description

GRAND PRIX FARMS – PHASE II

LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE WEST ONE HALF OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; SAID PARCEL BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH ONE QUARTER CORNER OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 41 EAST; THENCE NORTH 00°50'56" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°28'02" WEST, PARALLEL WITH AND 170.00 FEET NORTH OF THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER OF SECTION 20; A DISTANCE OF 2627.51 FEET TO A POINT 50.00 FEET EAST OF THE WEST LINE OF THE SAID SOUTHWEST QUARTER OF SECTION 20; THENCE NORTH 00°50'05" EAST, 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 20, A DISTANCE OF 1200.00 FEET TO THE SOUTHWEST CORNER OF GRAND PRIX FARMS PLAT NO. 1, P.R.D., AS RECORDED IN PLAT BOOK 67, PAGES 14-17, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 89°28'02" EAST ALONG THE SOUTH LINE OF SAID GRAND PRIX FARMS, PLAT NO. 1, A DISTANCE OF 2627.89 FEET TO THE SOUTHEAST CORNER OF SAID GRAND PRIX FARMS PLAT NO. 1, SAID POINT ALSO BEING ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 00°50'56" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 20, A DISTANCE OF 1200.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

AND

LAKE WORTH ROAD TRACT 2:

A PARCEL OF LAND IN THE WEST ONE HALF OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 120.00 FEET OF THE SOUTH 170.00 FEET OF THE SOUTHWEST ONE QUARTER OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHT-OF-WAY OF RECORD.

CONTAINING 79.63 ACRES MORE OR LESS



**STAFF REPORT
VILLAGE OF WELLINGTON
PLANNING & ZONING DIVISION**

I. Project Description:

Petition Number: 2003-014 MPA2

Project Name: Grand Prix Acres Master Plan Amendment

Owner: Far Niente Stables, VI, LLC
14440 Pierson Road
Wellington, Florida 33414

Petitioner/Agent: Michael F. Sexton, P.E., P.S.M.
12300 South Shore Boulevard, Suite 210
Wellington, Florida 33414

Request: Master Plan Amendment to modify the previously approved Master Plan's southern 82 acres to reduce the number of dwelling units from 64 to not more than 25 units and to allow development in two phases: (1) the eastern 21 acres containing the current Littlewood Farm equestrian training and showgrounds with a maximum of 10 future dwelling units; and (2), the western 62 acres with 15 dwelling units.

Location: The property is located on the south side of Pierson Road and on the north side of 40th Street South one and half miles west of South Shore Boulevard. Exhibit "A" is a location map.

Land Area: 82 acres

II. Land Use and Zoning:

The existing land uses, future land use map designations and current zoning of abutting properties is indicated below:

Direction	Existing Land Use	Future Land Use Map Designation	Zoning District
Subject site	Equestrian showgrounds; site of the Littlewood Showgrounds	Village of Wellington (VOW) Residential B	Planned Residential Development within the Village's Equestrian Overlay Zoning District (EOZD) with Country Residential District (CRS) and Residential Transitional District (RTS) Zoning.
North	Grand Prix Farms – equestrian community	VOW-Residential B and Commercial Recreation	Planned Residential Development (PRD)/EOZD
South	Undeveloped	VOW-Residential A	VOW – AR/EOZD
West	Palm Beach Point – equestrian community	VOW-Residential A	VOW – AR/EOZD
East	Undeveloped pod of the Wellington CountryPlace PUD	VOW-Residential B	VOW- Wellington CountryPlace PUD/EOZD

III. Background/History:

The subject site is the southern 82 acres of the Grand Prix Acres Planned Residential Development (PRD) Master Plan approved by Palm Beach County in 1989; see Exhibit "B". The current master plan consists of 325 acres with 48 Country Residential District (CRS) Zoning District lots on the northern 242 acres and 64 Residential Transitional District (RTS) Zoning District lots on the southern 82 acres. In November 1990 the Board of County Commissioners approved Grand Prix Farms Plat No.1 which designated the 64 lots on the northern 242 acres. The southern 82 acres have never been platted.

The subject site is currently undeveloped and has been the site of the Littlewood Farm Equestrian Showgrounds since 1998. The Littlewood Farm seasonal equestrian showgrounds is approved via a Stipulated Settlement Agreement between the Village of Wellington and David E. Burton, Littlewood Farms, which expires November 10, 2008. In conjunction with the Stipulated Agreement, the Village adopted Ordinance Number 98-29 which created the Seasonal Equestrian Uses (Article 5.7.1-6). Since the execution of the

Stipulated Agreement, the subject site has been used for a seasonal equestrian showground with temporary stabling tents, paddocks and parking area for RVs. In the future, based on the Equestrian Overlay Zoning District Table "C," seasonal equestrian uses can be requested for the eastern 21 acres noted as in the proposed master plan.

The overall Grand Prix Farms master plan (northern portion) has been amended by a number of petitions to combine lots and remove commercial stables designation. The Grand Prix Acres subdivision's proximity to the Winter Equestrian Festival showgrounds facilitated the large lot equestrian development pattern for the northern 242-acre portion. Many of these lots were developed with equestrian barns/stables facilities and the accessory equestrian amenities, not as originally intended for a residential community with barns.

IV. Development Review Committee:

The proposed master plan was certified at the June 25, 2008 DRC meeting. The petitioner is requesting the 120-foot wide Lake Worth Road Right-of-Way be abandoned/vacated west of South Road and incorporated into proposed Lots 11-15.

V. Staff Analysis:

Consistency with Comprehensive Plan Provisions:

The proposed master plan is consistent with the Village's Comprehensive Plan and the Residential "B" (0.1-1.0 dwelling units per acre) Future Land Use Map (FLUM) designation and the Equestrian Preservation Element. The proposed gross density range of 0.29 units per acre is consistent with the Residential "B" FLUM designation. The proposed master plan does not propose any change to the northern 242 acres of the Grand Prix Farms. The proposed change is to the southern 82 acres to reduce the number of dwelling units approved from 64 units to 36 units; see Exhibits "C" & "D". The proposed change to the master plan will continue to ensure the preservation and protection of the neighborhoods which comprise a significant part of the equestrian preserve area, the equestrian industry and the equestrian lifestyle. The proposed change to the master plan for Grand Prix Acres shall be consistent with all applicable elements of the Village's Land Development Regulations (LDR) and the EOZD prescribed development standards such as: lot size of at least 2 acres, minimum 300 feet lot depth and width dimensions, floor area ratio, lot coverage, parking, minimum building setback, maximum building height and landscape buffer standards.

Conformity with Zoning Standards:

The proposed change to the master plan for Grand Prix Acres shall be consistent with all applicable elements of the Village's Land Development Regulations (LDR) and the EOZD prescribed development standards such as: lot size of at least 2 acres, minimum 300 feet lot depth and width dimensions, floor area ratio, lot coverage, parking, minimum building setback, maximum building height and landscape buffer standards. The Village's LDR's are intended to ensure that land uses can blend and alleviate potentially negative impacts to

adjacent other land uses.

The site has access from South Road and from the north by Pierson Road to the private Grand Prix Farms Road which is dedicated and maintained by the Grand Prix Farms Homeowners Association.

Environmental Resources:

The request to amend the Grand Prix Acres Master Plan does not propose any negative environmental impact. Village of Wellington has determined there are no significant environmental issues since this master plan was previously approved and no recent event has created any detrimental environmental impact. The development shall comply with the Village's requirements during the development stage and South Florida Water Management District standards and any Army Corps of Engineers standards. The southern 82 acres depicts water bodies (lakes) between the lots for drainage purposes. No adverse impact to the natural environment is expected to occur. The site was previously cleared and contains no significant vegetation.

Adequacy of Public Services:

The request complies with the concurrency approval for this site since it had received prior approval and this request modifies the master plan by reducing the overall number of dwelling units of the southern 82 acres from 64 to maximum 25 units. The petitioner submitted a Traffic Analysis Statement that demonstrates compliance since there are less vehicle trips. The site will have water and sewer provided by Acme Improvement District. Palm Beach County Fire Rescue and Palm Beach County Sheriffs Departments provide fire protection and police services. Waste Management provides waste disposal services.

Consistency with Neighborhood Plans:

The subject site is not part of a Neighborhood Plan but is within the Equestrian Overlay Zoning District.

VI. Public Notification / Comments:

As required by Section 5 of the Land Development Regulations, public notification of this Master Plan Amendment was accomplished three ways:

Type of Public Notice	Action
Newspaper Advertisement	A display advertisement was placed in The Palm Beach Post on June 23, 2008.
Mailing	On, June 23, 2008, a notice of public hearing was sent out to all property owners within 500 feet of the subject property and all homeowner associations within 1,000 feet of the subject property.

Posting	On June 23, 2008, signs advertising a public hearing for this petition were posted on the property.
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Staff has not received any comments in favor or against the proposed request at the time of writing the Staff Report.

VII. Equestrian Preservation Committee Recommendation:

Staff presented the petition to the Equestrian Preserve Committee (EPC) at their July 9, 2008 meeting; however, due to a lack of a quorum the Board could not make a formal motion. The EPC expressed concern regarding the eastern 20 acres labeled as “future development” and the lack of detail. Staff agreed to bring back the petition for their review after the July 10, 2008 Planning, Zoning and Adjustment Board meeting. Additionally, staff agreed to include a condition of approval stating the petition will not be presented to the Village Council until EPC has reviewed the project and made a recommendation to Council.

The petition was presented to the EPC on August 13th. The EPC recommended approval of the following changes to the proposed resolution:

- a. Delete, in Condition #2.c, reference to 40th Street as being included in a potential roadway alignment between the current terminus of Lake Worth Road and South Road; and
- b. Provide specific language that not more than ten dwelling units are to be constructed on that portion of the property labeled for “Future Development,” located on the east side of Grand Prix Farms Drive.

VIII. Planning, Zoning and Adjustment Board Recommendation:

The Master Plan Amendment petition was presented at their July 10, 2008 meeting and it was continued to August 14, 2008 to allow the EPC to review the request at their meeting of August 13, 2008 and make a recommendation.

On August 14th, the petition was presented to PZAB, including specific reference to the two changes proposed by EPC. Based upon discussion at that meeting, the PZAB voted as follows: (1) approve the petition to include 40th Street as part of the potential right-of-way alignment; and (2) to include a recommendation for not more than ten dwelling units on the “Future Development” portion of the site.

IX. Village Council:

The Master Plan Amendment petition is scheduled to be heard at the August 12, 2008 Village Council meeting, at which time it will be recommended to be postponed until August 26, 2008 to allow the EPC and the Planning, Zoning and Adjustment Board to review and make a recommendation to the Council.

X. Staff Recommendation:

Based on the findings and the determination of consistency with the Village's Comprehensive Plan and Land Development Regulations, staff recommends approval of Petition 2003-0014 MPA2 subject to the following conditions of approval:

1. All previous conditions not amended by this petition shall remain in effect. **(PLANNING & ZONING)**

Equestrian Preserve Committee: Recommended approval with no change.

2. A roadway connection between the existing terminus of Lake Worth Road and South Road must be provided utilizing one of the following:

- e. an approved route through Wellington Country Place PUD;
- f. a route utilizing the Lake Worth Road right-of-way;
- g. a route utilizing 40th Street; or
- h. a route utilizing some combination of the above or other approved route. .

(PLANNING & ZONING/VILLAGE ENGINEER)

Equestrian Preserve Committee: Recommended approval, subject to removing #3.c, the reference to the potential for utilizing 40th Street. The EPC questioned the need to include 40th Street in any plan to provide east-west access due to the potential for increased traffic within the equestrian area south of the right-of-way for Lake Worth Road.

Staff Response: No change to existing condition. 40th Street is a public right-of-way and should be retained as an overall part of the potential circulation for providing east-west access in this portion of the Village.

3. The specific route for creation of the roadway identified in Condition #3 shall be approved by the Village Engineer, the alignment shall consider and incorporate, if necessary, alternate adequate bridle paths. **(VILLAGE ENGINEER)**

Equestrian Preserve Committee: Recommended approval with no change.

4. Prior to abandonment of the Lake Worth Road right of east of South Road, the applicant shall either:

- a. Provide surety, right-of-way and construction documents for the east-west roadway which documents shall be subject to approval by the Village Engineer and Village Attorney;
- b. Complete construction of the east-west roadway; or
- c. Execute a development agreement by the Village Council that provides for the construction of the roadway, including identification of the specific right-of-way for the roadway, a construction schedule, and method of providing surety for completion of construction. **(PLANNING & ZONING)**

Equestrian Preserve Committee: Recommended approval with no change.

5. The Master Plan, as amended by this application, is subject to applicable density requirements of the Comprehensive Plan and the Equestrian Overlay Zoning District:.
(PLANNING & ZONING)

Equestrian Preserve Committee: Recommended that the “Future Development” portion of the site, located east of South Road, should be limited to ten dwelling units.

Staff Response: Staff does not object to the amendment. However, based upon the 19.39 acres within this portion of the site, a maximum of nine units would be permitted. Staff also notes that the “future development” parcel will be subject to further review by the Equestrian Preserve Committee and PZAB prior to amending the master plan for the site.

Exhibit "A"
Location Map

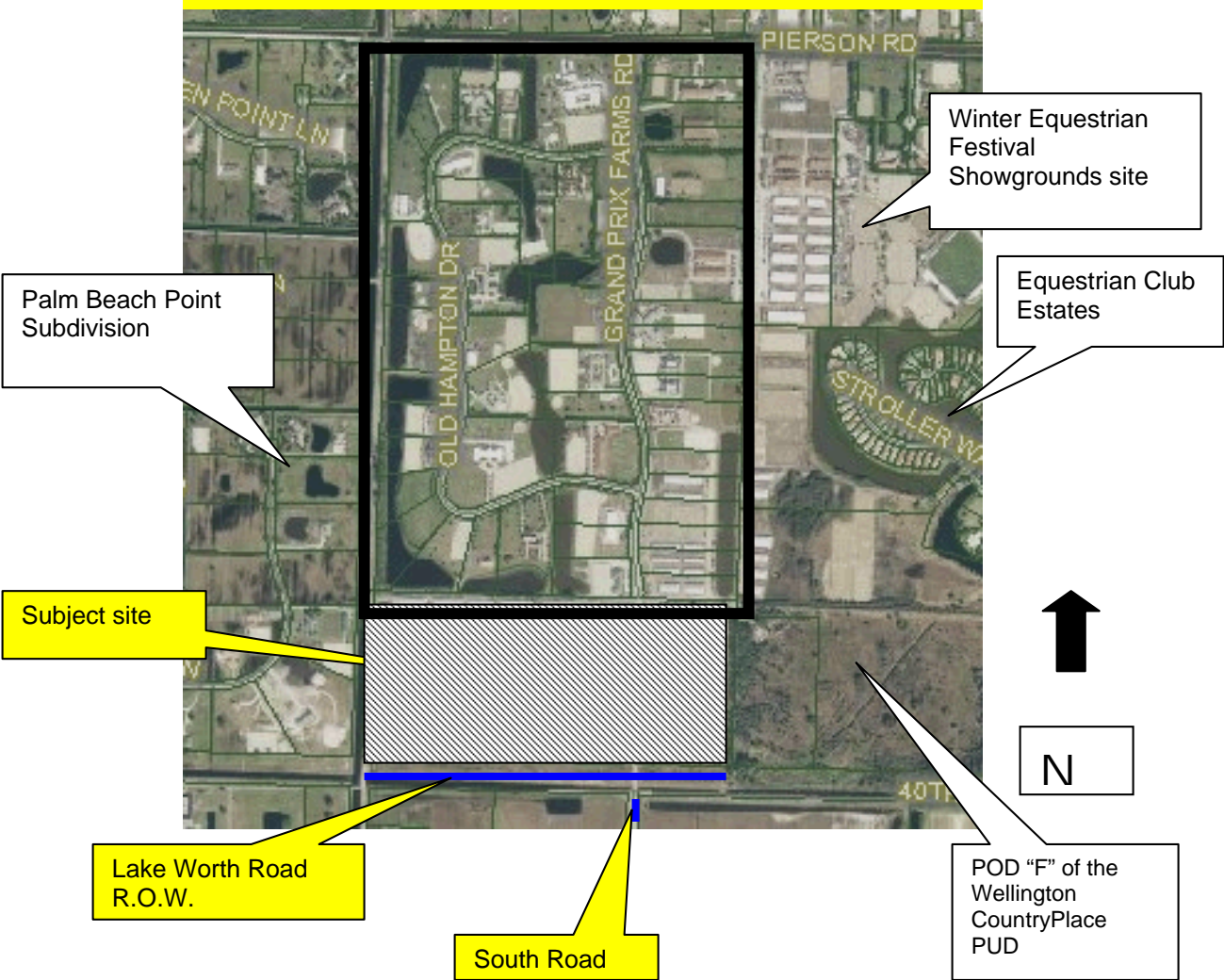


EXHIBIT "B"

CURRENT MASTER PLAN

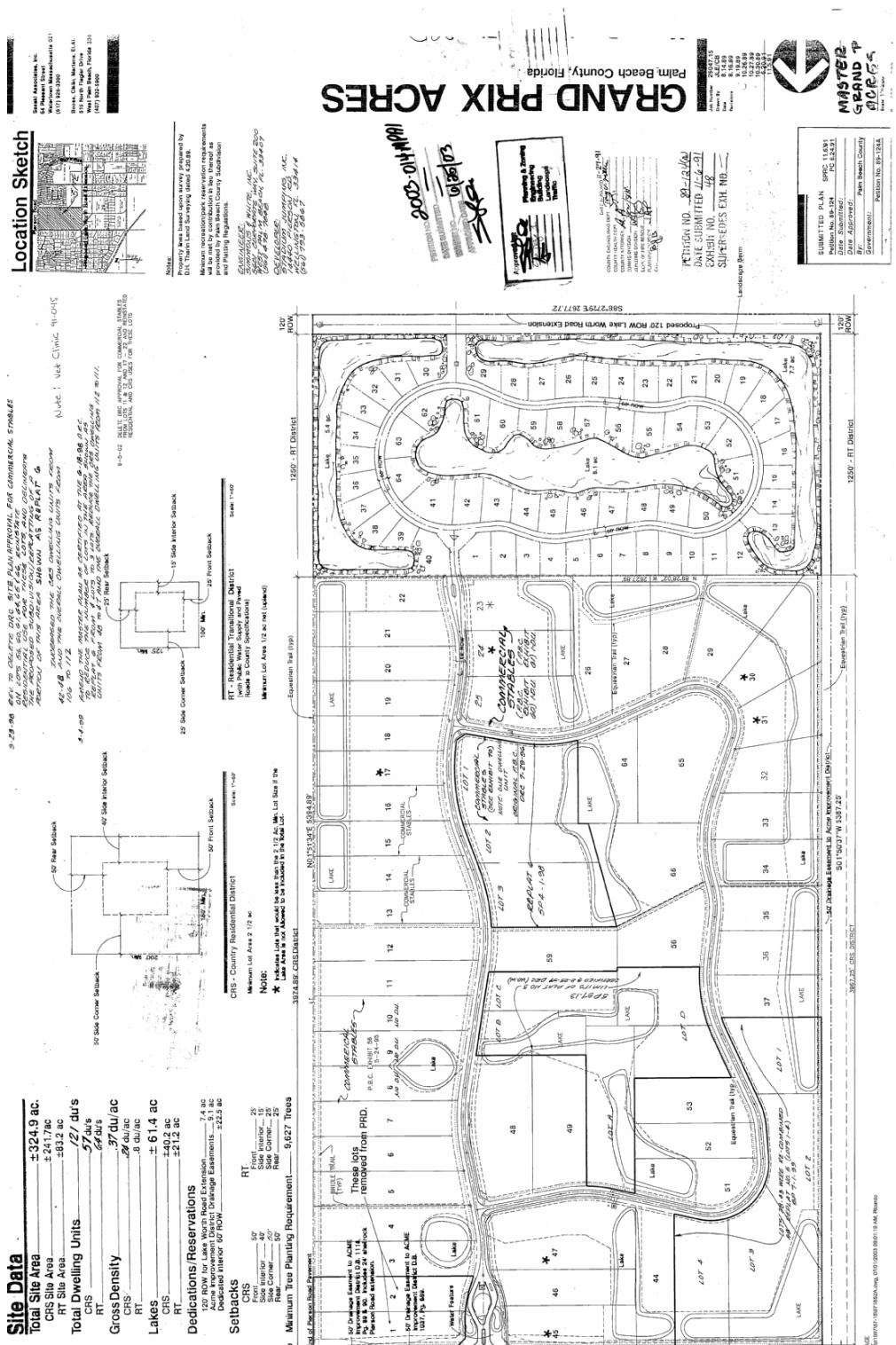


Exhibit “C”

Conceptual Master Plan

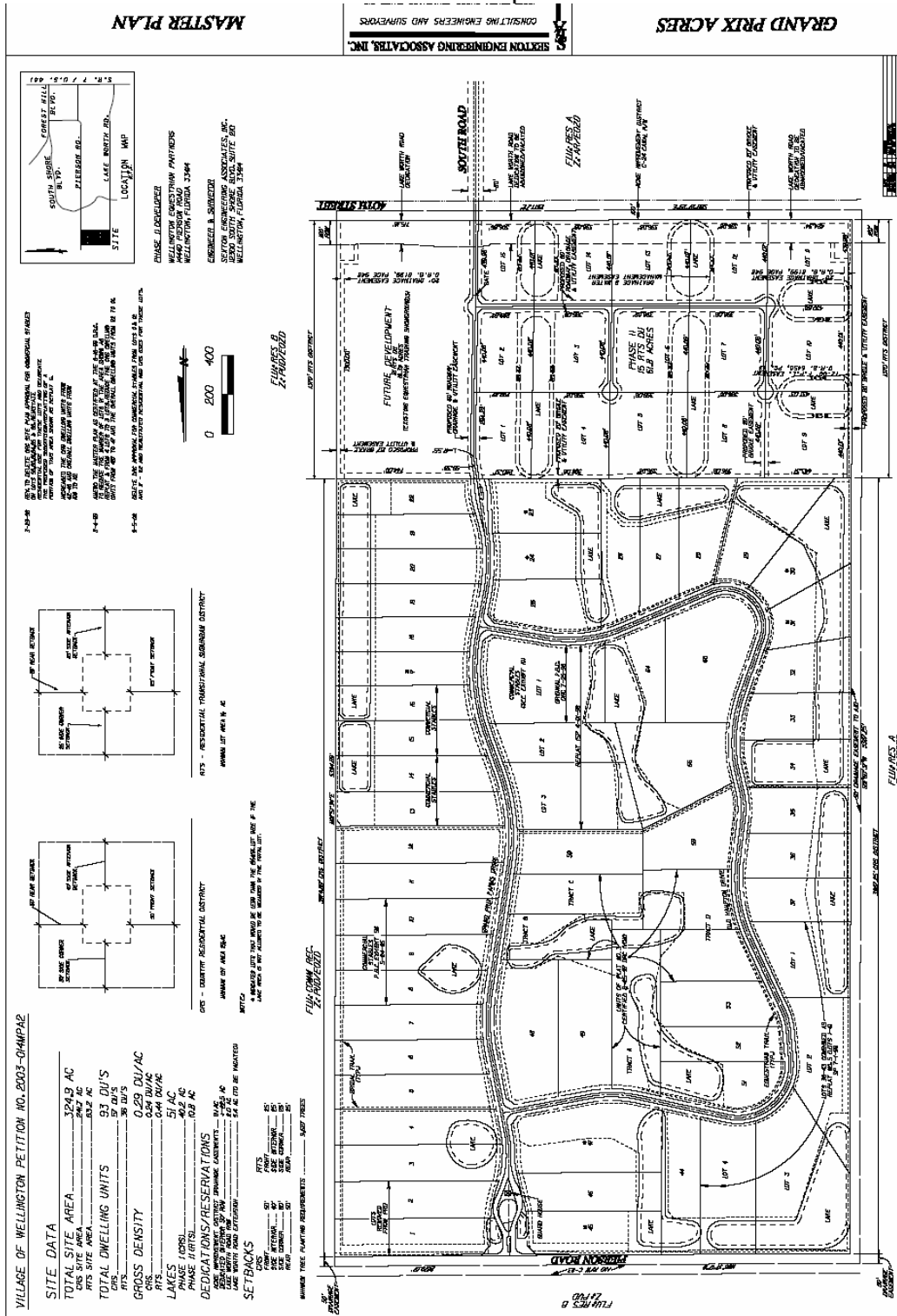
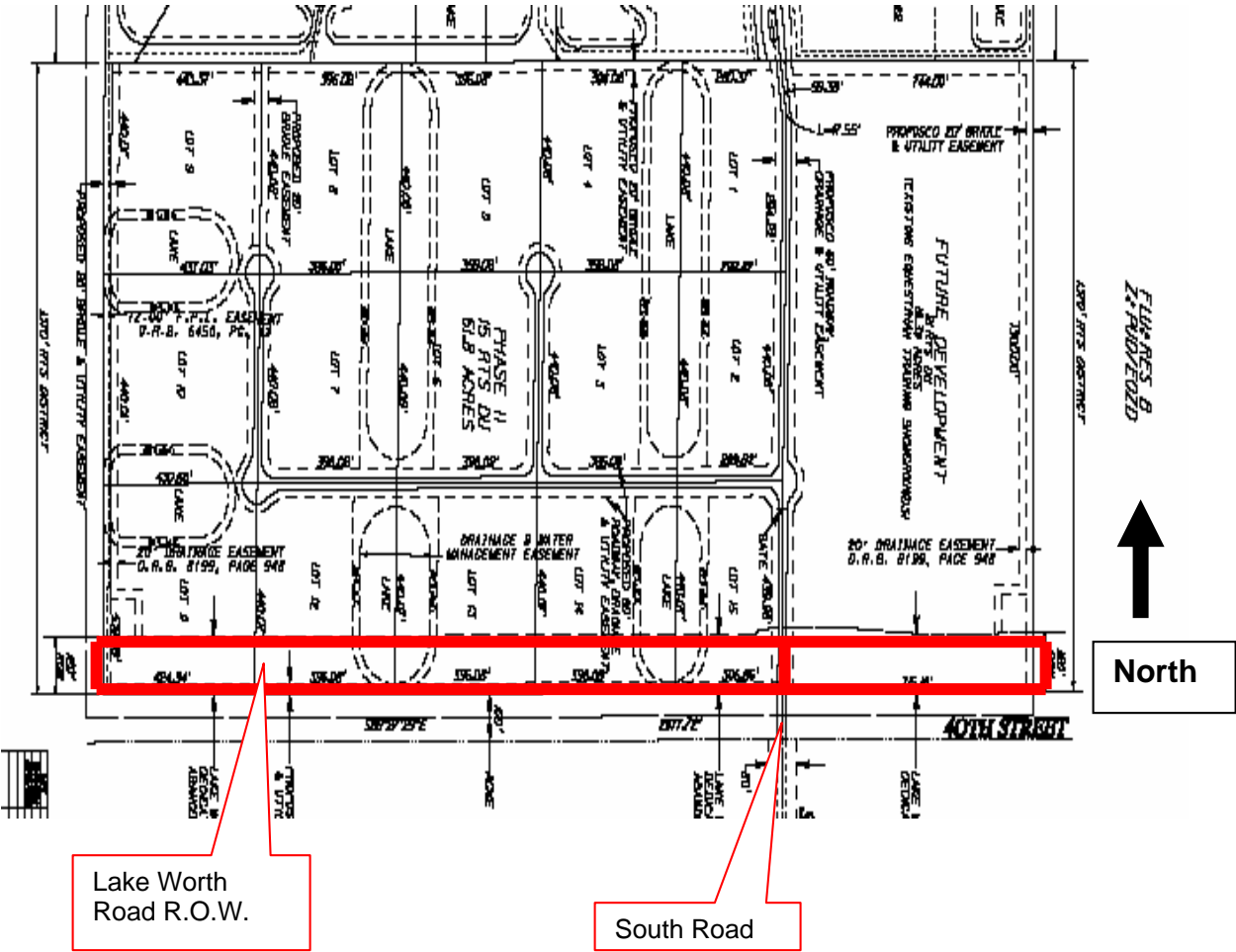


EXHIBIT "D"
SOUTHERN 83 ACRES



8. A

**WELLINGTON VILLAGE COUNCIL
AGENDA ITEM SUMMARY**

AGENDA ITEM NAME: Approval of Change Orders to the Paving and Drainage Improvement Agreement with Professional Center at Wellington, LLC for the Reconstruction of South Shore Boulevard Phase I

ACTION REQUESTED: Discussion ☐ Approval ☒

**BUDGET AMENDMENT
REQUIRED:** Yes ☐ No ☒ See Below ☐

PUBLIC HEARING: Yes ☐ No ☒

FIRST READING ☐

SECOND READING ☐

REQUEST: Village staff is seeking authorization for the Village Manager to negotiate and execute an addendum to the Paving and Drainage Improvement Agreement with Professional Center at Wellington, LLC for a change order to the contract with an additional cost of \$85,657.27 being allocated to the Village and ratifying a previous change order which placed sleeves and conduit into the project allowing for the future installation of irrigation at a substantially reduced cost.

EXPLANATION: On November 13, 2007, Resolution R2007-159 was approved to enter into a Paving and Drainage Improvement Agreement between the Village of Wellington, Professional Center at Wellington, LLC, and Rieker and Associates, Inc. to install required paving and drainage improvements for South Shore Boulevard from Greenview Shores to Pierson Road. This project is known as South Shore Boulevard Phase I Reconstruction. Since that time the Village has approved the following change orders as part of the improvements required in the vicinity of the project and as part of the roadway itself.

1.) With the aid of a grant from SFWMD, the Village approved the extension of a reclaimed distribution system within the limits of this project.

2.) Additionally, the Village staff has approved the inclusion of underground sleeves and conduit as part of the project so as to allow for the future installation of irrigation and associated wiring for landscape and hardscape improvements by the Village.

The Village staff is now seeking approval of miscellaneous changes in order to account for previously unforeseen site conditions. The cost of this current change order to the project is \$92,104.59 for the Village is financially responsible for 93% (based on the cost allocation contained in the original agreement) which is \$85,657.27.

FISCAL IMPACT: Funding for this project is allocated in South Shore Boulevard Phase I and II in the FY 2007/2008 CIP Budget.

RECOMMENDATION: Staff recommends a motion ratifying the previous change order relating to the sleeve and conduit installation and approval of the Village Manager negotiating and executing an Addendum to The Paving and Drainage Improvement Agreement with Professional Center at Wellington, LLC, as presented.

8. B

**WELLINGTON VILLAGE COUNCIL
AGENDA ITEM SUMMARY****AGENDA ITEM NAME:** Town Center Project**ACTION REQUESTED:** Discussion ☐ Approval ☒**BUDGET AMENDMENT
REQUIRED:** Yes ☒ No ☐ See Below ☐**PUBLIC HEARING:** Yes ☐ No ☒**FIRST READING** ☐**SECOND READING** ☐

REQUEST: Approval of design and construction of an amphitheater, barrier-free park/playground and municipal facility on the WCC property (referred to in total as the Town Center project). Approval of an interlocal agreement with the County for funding and construction of an amphitheater; approval of a donor agreement to provide \$250,000 towards construction of a barrier-free park/playground, providing for additional fund raising towards construction of the barrier-free park/playground; construction of a municipal facility, authorizing the village manager or designee to take all actions necessary to effectuate the same, enter into contracts in order to accomplish construction and completion of the projects and authorizing budget amendments for such projects based upon Village Council direction below.

EXPLANATION: The proposed Town Center project located on the Wellington Community Center property consists of three projects as depicted on Exhibit A: an amphitheater, a barrier-free park, and the municipal facility.

1. Amphitheater: Originally, the Cultural Trust was to construct an amphitheater on Village-owned property. The County has agreed to provide the Village funding using the remaining program budget established at the time the County entered into an agreement with the Cultural Trust to construct an amphitheater. Village staff is exploring three alternatives to construct the amphitheater on the WCC site:
 - a. The first alternative is to enter into an interlocal agreement between the Village and County, wherein the County pledges the remaining project budget of \$822,000 to redesign and construct the amphitheater. The interlocal agreement would provide that the Village take the lead on a joint effort to design and construct the project utilizing a contractor on the County's annual contract for construction management at-risk. Site work would commence in November 2008, and the anticipated completion date of the project would be June 2009.
 - b. The next alternative would be the Village to piggy-back off of the County's construction management at-risk contract and commence construction in November 2008 with an anticipated completion date of June 2009. The Village and the County would enter into an interlocal agreement for the funding only.

- c. The last alternative would be the Village advertises for a construction manager at-risk through the RFP process and contract with a construction manager for the construction of the amphitheater with an interlocal with the County for funding of \$822,000 with an anticipated completion date of August 2009.
 - d. Village staff is suggesting the design work for this project be done by Mock Roos and Associates through them coordinating with the Village as the projected costs are under a \$1,000,000.00.
- 2) Barrier Free Park/Playground: the Village also anticipates building a barrier-free playground on the WCC site. Council has indicated in the past that this project should not cost the Village. Recently, the Village was approached by a donor who is willing to pledge \$250,000 towards the construction of a barrier-free park/playground. The donor also anticipates raising an additional \$150,000 towards the project. However, the additional \$150,000 is not guaranteed in the Donor Agreement, nor is there a deadline for raising these funds. Attached please find a copy of the draft donor agreement. The donor wants the barrier park built in its entirety. Staff is seeking direction from Council as to whether:
- a. Limit the construction of the park to \$250,000 if pledged and received,
 - b. Phase construction of the park based upon the donor money being received as a result of the donor agreement,
 - c. Construct the park with the \$250,000 donation and obtain the remaining funds from either grant monies to the extent that they can be allocated to this project or from other Village fund source(s) with reimbursement to such funding source as monies are received via the donor agreement.
 - d. Seek to have FRDAP grant funds, awarded this year and allocated to the playground at K-Park transferred to this project and in the alternative seek a FRDAP grant in the upcoming year. The application deadline is September 30, 2008, and if awarded funds become available in the middle of the fiscal year 2009.

If one or two of these projects are authorized, a bathroom facility would need to be constructed. Funds for this bathroom and adjacent parking would need to be paid out of Village funds and could be allocated from Parks and Recreational impact fees. The funds for these improvements and the shared parking lot are included in the funds allocated to the municipal facility.

- 3) Municipal Facility: in addition to the above projects, staff is seeking direction on construction of an approximate 60,000 square foot municipal facility. Staff anticipates utilizing a design-build contract in order to construct this facility and ancillary improvements. It is anticipated that construction would commence in February 2009 with a proposed construction completion and occupancy date by February 2010. The package for the design-build process will be provided by a local architect on the Village's continuing contract (Hanson Professional Services). It is anticipated using Hanson Professional Services for the conceptual design and performance specifications. Staff seeks approval of Hanson Professional Services for the conceptual design and performance specifications.

A centralized municipal service facility will provide convenience to residents through one-stop services as well as improve interdepartmental communications, offer savings through equipment and materials sharing, elimination of lease expense, and savings in staff travel. Annual operating cost savings of \$200,000 – 300,000 are expected to be realized from this project. Future unaccounted expenses include a total of \$15 million which has been identified in Village funds which may be made available for this project by approval of the attached budget amendment. The building is proposed to be designed and constructed within this budget.

The following timelines for the projects are estimated:

	Amphitheater	Playground	Municipal Facility
AUG 2008			Planning & Design
SEP 2008	Design	Design	Site Civil Design Design Criteria
OCT 2008	Bid	Bid	
NOV 2008	Ground Breaking	Ground Breaking	
DEC 2008			Bid Solicitation Presentations & Evaluations
JAN 2009			Council Bid Award
FEB 2009			Notice to Proceed
MAR 2009		Substantial Completion	
APR 2009		Final Completion	
MAY 2009	Substantial Completion		
JUN 2009	Final Completion		
JAN 2010			Substantial Completion
FEB 2010			Full Occupancy

FISCAL IMPACT: Funds for the amphitheater are to come from Palm Beach County interlocal agreement and funds for the park/playground are from donations unless otherwise directed. Project funding for the municipal facility is available from capital project balances, including Park Impact Fund projects released from the capital plan in April 2008, and other reserve balances in excess of target. Approval of Budget Amendment #2008-115 will also reallocate \$15,000,000 to the capital projects fund as follows:

<u>Source</u>	<u>Amount</u>
Capital Project Reallocations	\$1,650,000
Reserves:	
Park Impact Fund	1,200,000
General Fund	5,000,000
Building	3,750,000
Utility	3,000,000
Solid Waste	400,000
Total Municipal Facility	\$15,000,000

RECOMMENDATION: Staff recommends approval to proceed with the Town Center projects above and related budget amendment. Staff recommends authorizing the Village Manager or designee to take all actions necessary to effect project completion. The following approvals are requested to begin funding, design and site work on all aspects of the project:

Approval to proceed with design and construction of (a) amphitheater, (b) barrier-free park/playground, and (c) municipal facility.

Authorization for Village Manager or designee to execute an interlocal agreement with Palm Beach County for amphitheater funding. Direction on FRDAP application.

Authorization for Village Manager or designee to execute a donor agreement for park/playground funding.

Authorization of the Village Manager or designee to enter into contracts in order to accomplish construction and completion of the projects based on Village Council direction.

Approval of Budget Amendment #2008-115 for the projects.

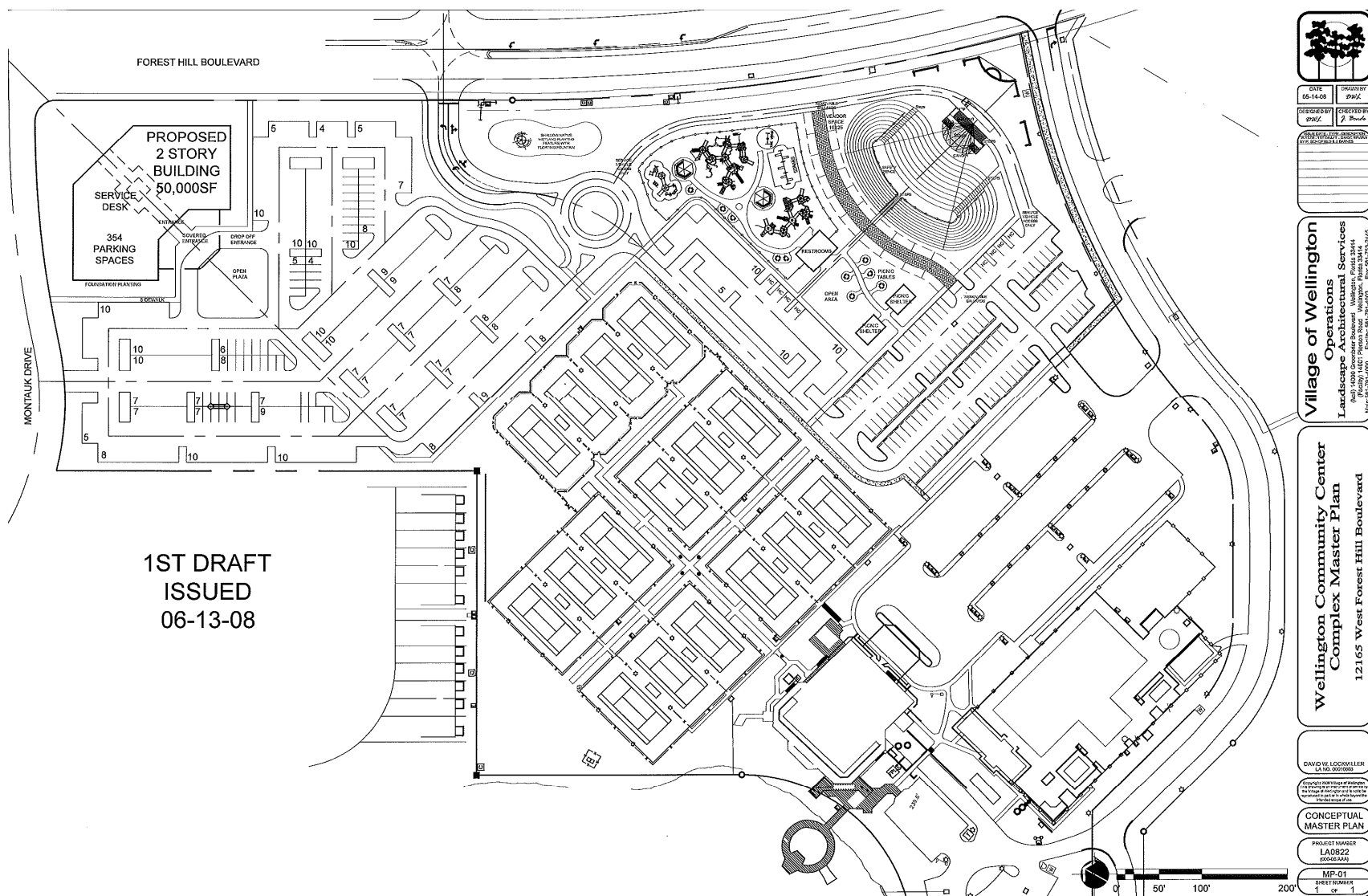
1. Approval of work authorization is an amount not to exceed \$150,000.00 under the Village's contract with Hanson Professional Services for the development of design performance and criteria specifically to be used for a design/build bid package for the municipal facility.
2. Three separate work authorizations for Mock Roos and Associates under their continuing contract with the Village to provide:
 - a. Design and construction services for the amphitheater.
 - b. Design and construction services related to the boundless park.
 - c. Design and construction services related to site development work for municipal facility.

Village of Wellington
Budget Amendment # 2008-115
Town Center Project

The following budget amendment is requested to appropriate funding for the Town Center project elements as follows:

Sources of Funds			
		Revenues	Expenses/ Reserves
1 - Amphitheater			
Capital Projects Fund	Palm Beach County Funding - Revenues	\$822,000	
	Town Center Project - Amphitheater		\$822,000
2 - Barrier-Free Playground			
Capital Projects Fund	Donation Revenues	\$250,000	
	Town Center Project - Barrier Free Playground		\$250,000
3 - Municipal Facility			
Capital Projects Fund	Dual Use Facility Project		(\$1,350,000)
	Sidewalk Canopies Project		(\$75,000)
	Municipal Complex Space Plan		(\$225,000)
Park Impact Fund	Capital Reserves		(\$1,200,000)
General Fund	Undesignated Reserves		(\$5,000,000)
Building	Building Reserves		(\$3,750,000)
Utility Fund	Retained Earnings (displaced by land sale)		(\$3,000,000)
Solid Waste Fund	Retained Earnings		(\$400,000)
Capital Projects Fund	Municipal Complex		\$15,000,000
	Net Amendment	\$1,072,000	\$1,072,000

Approved: _____



Village of Wellington
Operations
Landscape Architectural Services
(n-3) 14000 Grobrier Boulevard Wellington, Florida 33414
(city) 14001 Penson Road Wellington, Florida 33414

Wellington Community Center
Complex Master Plan
12165 West Forest Hill Boulevard

DAVID W. LOCKMILLER

LA NO. 00010003

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CONCEPTUAL

MASTER PLAN

PROJECT NUMBER

LA0622

2000

MP-01
SHEET NUMBER

1 of 1

DONATION AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2008 by and between the Village of Wellington (hereinafter referred to as "Village") whose address is 14000 Greenbriar Blvd., Wellington Florida 33414 and Delbert Williamson and Barbara Williamson, husband and wife, (hereinafter referred to as "Donor") whose address is _____.

WITNESSETH:

WHEREAS, the Donor is desirous of donating to the Village the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00) and raising an additional One Hundred and Fifty Thousand Dollars (\$150,000.00) for the construction and operation of a barrier free park. The barrier free park, ("Park") will be located within the jurisdictional boundaries of the Village and subject to the terms and conditions more particularly described in this Agreement, and;

WHEREAS, as a condition to the donations herein the Donor requires that the Park be for children with special needs, including, but not limited to, the handicapped and or disabled as more particularly provided for in both federal, state and local law, and;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Donor hereby donates to the Village the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00) Dollars upon execution of this Agreement for the design, construction and maintenance of the Park. Further, the Donor shall use their best efforts to raise an additional One Hundred and Fifty Thousand (\$150,000.00) towards the design, construction and maintenance of the Park. The parties hereto understand that the donation(s) herein shall be held in an interest bearing account at such institution selected by the Village. The parties hereto agree that all sums held in Escrow shall not be released for the Park until the Village has put out at least one of the following: a request for design, Bid or Request for Proposal for the Park. The Village reserves the right to determine how to accomplish the design, construction and maintenance of the Park. The specifications for the Park shall be determined by the Village, subject to all requirements of the Americans with Disabilities Act, ("ADA"). Thereafter, the Village shall be deemed the owner of such funds and shall draw down such amounts for the construction and maintenance of the Park. The parties hereto understand that the Village shall have the sole and absolute right to determine the location and size of the Park. Regardless of the foregoing, the Park shall have ramps and guardrails along with play equipment based on development levels to accommodate children who use wheelchairs as well as those with other physical and cognitive and special needs disabilities and as otherwise provided for herein.

3. The parties hereto agree that the Park should be designed or constructed no later than _____. Should the Village fail to start design or construction of the Park by _____ the Donor shall be entitled to receive the donations herein back. Nothing herein however, shall prevent the parties from extending any deadlines herein by written amendment. Further, the parties hereto agree the Fund Raising for the additional One Hundred and Fifty Thousand Dollars, (\$150,000.00) shall be due on or before _____. Should the Donor fail to raise the additional One Hundred and Fifty Thousand Dollars, (\$150,000.00) by _____ the Village reserves the right, but not the obligation, to terminate this Agreement and return the funds herein to the Donor. The Donor agrees to also immediately return any monies to third parties that it raised in connection with all fund raising activities referenced herein. The Village shall have all approval rights with regard to the fund raising plans of the Donor, including, but not limited to, fund raising activities and donor agreements. The Donor shall obtain written approval of all fund raising activities herein. The Donor agrees not to make any misrepresentations with regard to their fund raising activities contemplated herein. Should any dispute arise as to the Escrow of the monies contemplated herein the Village may implead said donations into the registry of the court in and for Palm Beach County, Florida. The Village acting as Escrow Agent shall have no liability for acting as the Escrow Agent herein. This Agreement may be terminated at any time by the Village. Should the Village terminate this Agreement it shall be relieved of all liability herein.
4. This Agreement shall be construed in accordance with the laws of the State of Florida.
5. Should any dispute arise from this Agreement venue shall lie in Palm Beach County, Florida.
6. This Agreement is binding upon the parties hereto, their heirs, successors and assigns.
7. This Agreement may not be assigned without the prior written consent of the non- assigning party, which consent shall not be unreasonably withheld.
8. Should any dispute arise from this Agreement the prevailing party shall be entitled to reasonable attorney's fees and court costs including all appellate proceeding.
9. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.
10. This Agreement is subject to fiscal funding out by the Village in accordance with Florida law.

DONE THE DAY AND YEAR ABOVE STATED.

Witness:

The Village of Wellington

By: _____
Darell Bowen, Mayor

Attests: _____
Awilda Rodriguez
Village Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Jeffrey S. Kurtz,
Village Attorney

Delbert Williamson

By: _____

Barbara Williamson

By: _____

8. C

WELLINGTON VILLAGE COUNCIL AGENDA ITEM SUMMARY

AGENDA ITEM NAME: Discussion regarding Legal Analysis

ACTION REQUESTED: Discussion ☒ Approval ☐

**BUDGET AMENDMENT
REQUIRED:** Yes ☐ No ☒ See Below ☐

PUBLIC HEARING: Yes ☐ No ☒

FIRST READING ☐

SECOND READING ☐

REQUEST: Council requested this information in order to resume discussion on this subject.

EXPLANATION: At the Village Council workshop on May 20, 2008, Village Council discussed Village legal services. Currently the FY 2008/2009 budget includes \$565,000 for legal services. These dollars are not dependent on the way services are delivered (i.e., we have not included any specific positions in position control), but nothing precludes the money from being allocated differently at any time.

Attached is a copy of the information provided to legal by Finance staff and a copy of the information given to the Village Council by legal suggesting a budget of \$750,000 for legal services.

Additional discussion has occurred between the Village Manager and the Attorney. At this time, the Attorney has agreed to a base budget of \$585,000 plus additional funding which would be provided under the full cost recovery policy. Below is a cost estimate as prepared by the Manager for in-house attorney services:

Manager's Projected In-House Cost

Attorney	175,000
Paralegal	55,000
Admin Asst	45,000
<i>Base Salary</i>	<i>\$275,000</i>

Benefits (40%)	110,000
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<i>Subtotal</i>	<i>\$385,000</i>
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Other:

Outside Counsel	100,000
-----------------	---------

Misc Expense	25,000
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10% contingency	50,300
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<i>Mgr Estimate</i>	<i>\$560,300</i>
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FISCAL IMPACT: N/A

RECOMMENDATION: None

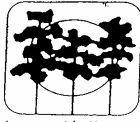


MEMORANDUM

TO: Paul Schofield
FROM: Francine L. Ramaglia
DATE: June 12, 2008
SUBJ: Legal Service Analysis

Currently the FY 2008/2009 budget includes \$565,000 for legal services. The dollars are not dependent on the way services are delivered (i.e., we have not included any specific positions in position control), but nothing precludes the money from being allocated differently at any time.

Attached is a copy of the information provided to legal by Finance staff and a copy of the information given to the Village Council by legal suggesting a budget of \$750,000 for legal services.



TO: Paul Schofield

FROM: Mireya McIlveen
Christine Rappolt

Cc: Francine Ramaglia

DATE: May 16, 2008

RE: 2008/2009 Proposed In-House Legal Budget

Currently, the proposed FY 2008/2009 budget includes \$500,000 for all legal services. Attached are the following documents regarding the Legal Department budget development for 2008/2009:

Attachment #

1. The initial in-house legal budget compiled at Mr. Kurtz's direction based on the personnel and operating figures provided by him at our 2/29 budget review meeting. Another copy was given to him on May 15, on which he made notes and returned later that day (\$721,513).
2. A copy of the 2007/2008 Delray Beach City Attorney's budget which Mr. Kurtz brought to the 2/29 meeting (\$953,390).
3. The 2008/2009 legal budget as revised this morning pursuant to meeting with Mireya to discuss his notes. Figures were further developed with Mr. Kurtz's input (\$778,552).
4. Additional information we have collected from various sources: a legal hourly rate survey conducted by the City of Lantana (\$150 - \$225/hour) and The Palm Beach Gardens City Attorney budget for 2007/2008 (\$575,622).

Mr. Kurtz has received all historical billing data for 2000 to present from staff at his request, to assist him with his legal analysis. He also received an analysis prepared by Ms. Tatum in 2003 of our legal expenditures compared to other cities, with a legal breakdown by year from 1997 to 2001.

Please feel free to contact us for additional documentation or information. Thank you.

Attachment ①

Regular Salaries	\$	394,000	
Car Allowance	\$	4,800	
Health Package	\$	73,188	
Life Package	\$	1,380	
Worker's Comp	\$	2,719	
Retirement	\$	47,822	
Salaries and Benefits			\$ 523,908

Outside Services	\$	150,000	
Other Prof Services	\$	4,690	
Court Reporter Svcs	\$	2,680	
Travel	\$	1,568	
Postage - Express	\$	670	
Reproduction Services	\$	100	
Other Promotional/Meeting	\$	600	
Stationery	\$	938	
Office Equipment Supplies	\$	335	
Subscriptions	\$	4,020	
Memberships	\$	13,790	
Training	\$	2,164	
			\$ 181,555

Total \$ 705,463

Additional allocable expenses:

Vehicle	\$	5,000	
Equipment Rental	\$	750	
Telephone	\$	1,800	
Office Lease (Electric, rental, etc.)	\$	8,500	
			\$ 16,050

Total including indirect allocated expenses \$ 721,513

*Seems extremely low?
How many
sq ft.*

	<u>FICA</u>	Salaries	Car Allow	Health Pac	Life Pack	W/C	Retire
Attorney		\$ 175,000		\$ 19,944	\$ 966	\$ 1,208	\$ 26,250
Asst Attorney		\$ 125,000	\$ 4,800	\$ 17,748	\$ 138	\$ 863	\$ 12,313
Exec Secretary		\$ 54,000		\$ 17,748	\$ 138	\$ 373	\$ 5,319
Admin III / CIA IV		\$ 40,000		\$ 17,748	\$ 138	\$ 276	\$ 3,940
		\$ 394,000	\$ 4,800	\$ 73,188	\$ 1,380	\$ 2,719	\$ 47,822

City Attorney's Office 2007-2008 Fiscal Year Balance Sheet				
Line Item	Account Description	Budget	Spent	Current Balance
Personal Services				
12.10	Regular Salaries	488,160.00	152,032.82	336,127.18
14.10	Overtime	100.00	0.00	100.00
15.20	Car Allowance	11,950.00	3,982.20	7,967.80
21.10	FICA	34,240.00	8,884.32	25,355.68
22.10	Gen. Empl. Retire	51,690.00	13,165.90	38,524.10
22.30	ICMA	9,760.00	2,434.39	7,325.61
23.10	Life Insurance	2,350.00	588.60	1,761.40
23.20	Disability Insurance	3,200.00	963.86	2,236.14
23.30	Health Insurance	43,740.00	10,150.74	33,589.26
24.10	Worker's Compensation	1,760.00	587.33	1,172.67
25.10	Unemployment Comp.	210.00	52.56	157.44
25.20	Employee Assistance	180.00	46.08	133.92
Total Personal Services		647,340.00	192,888.80	454,451.20
Operating Budget				
31.10	Legal Services	195,000.00	29,113.73	165,886.27
31.90	Other Prof. Services	7,000.00	2,256.00	4,744.00
33.10	Court Reporter Svcs.	4,000.00	0.00	4,000.00
34.10	Janitorial Services	4,970.00	1,508.00	3,462.00
34.20	Pest Control Services	180.00	6.20	173.80
34.90	Other Contract. Services	1,540.00	1,540.00	0.00
40.10	Travel & Train (Reimb)	2,340.00	701.88	1,638.12
41.10	Telephone Expense	1,750.00	0.00	1,750.00
41.15	Portable Phone	1,500.00	429.87	1,070.13
42.10	Postage	1,000.00	220.63	779.37
42.20	Express/Messenger	1,000.00	59.30	940.70
43.10	Electricity	11,010.00	2,945.88	8,064.12
43.20	Water/Sewer	1,510.00	330.62	1,179.38
43.25	Irrigation	1,840.00	57.58	1,782.42
43.50	Stormwater Assess.	210.00	207.47	2.53
44.30	Equipment Lease	4,600.00	0.00	4,600.00
45.10	General Liability	34,610.00	9,267.49	25,342.51
46.10	Building Maintenance	0.00	0.00	0.00
46.20	Equipment Maintenance	3,060.00	627.93	2,432.07
46.90	Other Repair	130.00	0.00	130.00
47.20	Reproduction Services	100.00	35.00	65.00
48.30	Promotional/Refreshmnt	0.00	0.00	0.00
48.90	Other Promotional	600.00	0.00	600.00
51.10	Stationery/Paper	1,400.00	184.08	1,215.92
51.20	Office Equip <\$750	0.00	0.00	0.00
51.25	Comp. Software <\$750	420.00	0.00	420.00
51.90	Other Office Supplies	3,300.00	749.29	2,550.71
52.25	Janitorial Supplies	50.00	0.00	50.00
54.15	Subscriptions	5,910.00	740.00	5,170.00
54.20	Memberships	13,790.00	2,010.00	11,780.00
54.30	Training/Ed (Registration)	3,230.00	20.00	3,210.00
Total Operating Budget		308,050.00	53,010.95	255,039.05
Capital Outlay				
64.11	Computer Equipment	0.00	0.00	0.00
64.12	Office Equipment	0.00	0.00	0.00
Total Capital Outlay		0.00	0.00	0.00
TOTALS		953,390.00	245,899.75	707,490.25

Attachment ②

6 people

3 attorneys

3 secretaries

2/3

+

since

3rd Attorney/secretary
paid least

Does not
include
police legal
advisor + sec.
which is
found in
Police Budget
no lease
payments

Attachment ③

Regular Salaries	\$	394,000	
Car Allowance	\$	4,800	
Health Package	\$	77,524	
Life Package	\$	1,380	
Payroll Taxes	\$	39,203	
Worker's Comp	\$	2,719	
Retirement	\$	47,822	
Salaries and Benefits			\$ 567,447

Outside Services	\$	150,000	
Other Prof Services	\$	4,690	
Court Reporter Svcs	\$	2,680	
Travel	\$	1,568	
Postage - Express	\$	670	
Reproduction Services	\$	100	
Other Promotional/Meeting	\$	600	
Stationery	\$	938	
Office Equipment Supplies	\$	335	
Subscriptions	\$	4,020	
Memberships	\$	13,790	
Training	\$	2,164	
			\$ 181,555

Total \$ 749,002

Additional allocable expenses:

Vehicle	\$	5,000	
Equipment Rental	\$	750	
Telephone	\$	1,800	
Office Lease	\$	20,500	
Office Utilities	\$	1,500	
			\$ 29,550

Total including indirect allocated expenses \$ 778,552

	Salaries	Car Allow	Health Pack	Life Pack	PR Taxes	W/C	Retire
Attorney	\$ 175,000		\$ 22,533	\$ 966	\$ 17,413	\$ 1,208	\$ 26,250
Asst Attorney	\$ 125,000	\$ 4,800	\$ 18,330	\$ 138	\$ 12,438	\$ 863	\$ 12,313
Exec Secretary	\$ 54,000		\$ 18,330	\$ 138	\$ 5,373	\$ 373	\$ 5,319
Admin III / CIA IV	\$ 40,000		\$ 18,330	\$ 138	\$ 3,980	\$ 276	\$ 3,940
	\$ 394,000	\$ 4,800	\$ 77,524	\$ 1,380	\$ 39,203	\$ 2,719	\$ 47,822

5/14/2008

Attachment 4a

MUNICIPALITY	ATTORNEY	RATE	CONTRACT
CONTRACT ATTORNEYS			
Atlantis	Corbett & White	155.00	x
Belle Glade	Glen Torcivia	175.00	x
Briny Breezes	Jerome Skrandel	see note:	x corporate office doesn't know
Cloud Lake	William Doney	150.00	x \$600/month retainer for mtgs and \$1.
Glen Ridge	B. Douglas MacGibbc	see notes	\$600/month retainer
Golf	Corbett & White	150.00	x
Gulf Stream	John C. Randolph	210.00	
Haverhill	John Fenn Foster	175.00	x \$2083 per month retainer
Highland Beach	Thomas Sliney	0.00	\$7,500 retainer
Hypoluxo	Leonard Rubin	175.00	x
Juno Beach	Leonard Rubin	150.00	x
Jupiter	Thomas J. Baird	225.00	x
Lake Clarke Shores	Charles Schoech	195.00	x
Lake Park	Thomas J. Baird	195.00	x
Loxahatchee Grove	David Tolces	185.00	x
Manalapan	Corbett & White	165.00	x
Mangonia Park	Corbett & White	150.00	x
North Palm Beach	Glen Torcivia	175.00	x
Ocean Ridge	Kenneth Spillias	170.00	x blended rate
Pahokee	Gary Brandenburg	200.00	x
Palm Beach	John C. Randolph	210.00	x
Palm Beach Shores	Corbett & White	165.00	x
Palm Springs	Glen Torcivia	185.00	x
Royal Palm Beach	Corbett & White	185.00	x
South Bay	Thomas Montgomery	call back	x
South Palm Beach	Corbett & White	170.00	x
Tequesta	Corbett & White	175.00	x
Wellington	Jeff S. Kurtz	left mess	
IN HOUSE ATTORNEYS			
Boca Raton	Diana Grub Frieser		
Boynton Beach	James Cherof		
Delray Beach	Susan A. Ruby		
Greenacres	Pamela S. Terranova		
Lake Worth	Larry Karns		
Palm Beach Gardens	Christine P. Tatum		
Riviera Beach	Pamala Ryan		
West Palm Beach	Claudia McKenna		

City of Palm Beach Gardens
2008 Adopted Budget Comparisons

	Actual 2005	Actual 2006	Adopted Budget 2007	Adopted Budget 2008	Dollar Amount Increase/ (Decrease)	Percentage Increase/ (-)Decrease
Fund 001 - General Fund						
Legal Services						
001.0240.514.1210 SALARIES AND WAGES	163,670.89	182,733.98	202,195	212,659	10,464	5.18%
001.0240.514.1310 PART TIME SALARIES	3,906.85	10,050.00	17,000	16,876	(124)	-0.73%
001.0240.514.1540 LONGEVITY	-	600.00	800	1,000	200	25.00%
001.0240.514.1550 CONVERSION OF LEAVE	-	5,500.35	3,000	7,000	4,000	133.33%
001.0240.514.1560 CAR ALLOWANCE	5,995.00	6,005.00	6,000	6,000	-	0.00%
001.0240.514.2110 FICA TAXES	11,373.32	12,608.62	17,519	18,885	1,366	7.80%
001.0240.514.2210 RETIREMENT CONTRIBUTIONS	16,473.66	25,111.77	29,749	48,479	18,730	62.96%
001.0240.514.2310 HEALTH AND LIFE INSURANCE	23,054.41	22,278.33	28,846	20,929	(7,917)	-27.45%
001.0240.514.3150 WORKERS COMPENSATION INSURANCE	540.74	532.41	433	321	(112)	-25.87%
001.0240.514.3160 PROFESSIONAL SERVICES - OTHER	1,539.81	-	-	-	-	0.00%
001.0240.514.3710 PROFESSIONAL SERVICES - LEGAL	120,756.93	121,830.34	250,000	233,637	(16,363)	-6.55%
001.0240.514.3810 SEMINAR AND CONFERENCE	95.00	85.00	800	535	(264)	-33.00%
001.0240.514.4010 TRAINING AND EDUCATION	-	312.00	500	500	-	0.00%
001.0240.514.4110 TRAVEL AND PER DIEM	29.87	37.16	1,000	500	(500)	-50.00%
001.0240.514.4210 TELEPHONE	691.55	863.29	800	800	-	0.00%
001.0240.514.4310 MATERIALS AND SUPPLIES	1,797.86	2,993.96	3,000	3,000	-	0.00%
001.0240.514.5410 BOOKS AND SUBSCRIPTIONS	1,703.47	1,738.55	3,000	3,000	-	0.00%
001.0240.514.5420 MEMBERSHIPS AND DUES	1,145.00	1,020.00	1,500	1,500	-	0.00%
Total Legal Services	\$ 352,774.36	\$ 394,300.76	\$ 566,142	\$ 575,622	\$ 9,480	1.67%

Attachment (4b)

City of Palm Beach Gardens
Full Time Employee Salaries
FY 2007/ 2008

		Hire Date	Annual Salary 9/30/2007	Annual Cost 9/30/2008	Longevity 9/30/2008	Total Salary 9/30/2008	Pension 9/30/2008	Life 9/30/2008	Health 9/30/2008	Total Insurance 9/30/2008
Legal Department										
0240	150800-001	Executive Legal Asst.	58,455	61,962	500	62,462	6,103	688	11,521	12,209
0240	151501-001	City Attorney	145,180	150,697	500	151,197	42,376	1,628	7,092	8,720
				212,659	1,000	213,659	48,479			20,929

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Budget Preparation Document Edit List
CITY OF PALM BEACH GARDENS

46

Reference : 385		Description : 001.0240 LEGAL		Document No:	
DEPT REQUEST : 001.0240.514.1210 SALARIES AND WAGES					
(1)	<u>Qty</u> 0.00	<u>Unit</u>	<u>Unit Cost</u> 0.00	<u>Amount</u> 212,659.00	
Proposed salaries					
Total :				212,659.00	
DEPT REQUEST : 001.0240.514.1310 PART TIME SALARIES					
(1)	<u>Qty</u> 0.00	<u>Unit</u>	<u>Unit Cost</u> 0.00	<u>Amount</u> 21,126.00	
Projected part time salary cost for additional administrative help when required					
(2)	<u>Qty</u> 0.00	<u>Unit</u>	<u>Unit Cost</u> 0.00	<u>Amount</u> -4,250.00	
Per budget review reduce cost of part time salaries					
Total :				16,876.00	
DEPT REQUEST : 001.0240.514.1540 LONGEVITY					
(1)	<u>Qty</u> 0.00	<u>Unit</u>	<u>Unit Cost</u> 0.00	<u>Amount</u> 1,000.00	
Proposed longevity					
Total :				1,000.00	
DEPT REQUEST : 001.0240.514.1550 CONVERSION OF LEAVE					
(1)	<u>Qty</u> 0.00	<u>Unit</u>	<u>Unit Cost</u> 0.00	<u>Amount</u> 7,000.00	
Projected cash-in of personal leave					
Total :				7,000.00	
DEPT REQUEST : 001.0240.514.1560 CAR ALLOWANCE					
(1)	<u>Qty</u> 0.00	<u>Unit</u>	<u>Unit Cost</u> 0.00	<u>Amount</u> 6,000.00	
Car allowance for City Attorney per employee contract					
Total :				6,000.00	
DEPT REQUEST : 001.0240.514.2110 FICA TAXES					
(1)	<u>Qty</u> 0.00	<u>Unit</u>	<u>Unit Cost</u> 0.00	<u>Amount</u> 18,885.00	
Estimated FICA Taxes					
Total :				18,885.00	
DEPT REQUEST : 001.0240.514.2210 RETIREMENT CONTRIBUTIONS					
(1)	<u>Qty</u> 0.00	<u>Unit</u>	<u>Unit Cost</u> 0.00	<u>Amount</u> 48,479.00	
Proposed pension					
Total :				48,479.00	
DEPT REQUEST : 001.0240.514.2310 HEALTH AND LIFE INSURANCE					
(1)	<u>Qty</u> 0.00	<u>Unit</u>	<u>Unit Cost</u> 0.00	<u>Amount</u> 20,929.00	
Proposed insurance					
Total :				20,929.00	
DEPT REQUEST : 001.0240.514.2410 WORKERS COMPENSATION INSURANCE					
(1)	<u>Qty</u> 0.00	<u>Unit</u>	<u>Unit Cost</u> 0.00	<u>Amount</u> 321.00	
Proposed WC					

* = View-only field != Formula does not apply

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Budget Preparation Document Edit List
CITY OF PALM BEACH GARDENS

46

				Total :	321.00
DEPT REQUEST : 001.0240.514.3160 PROFESSIONAL SERVICES - LEGAL					
(1)	Qty	Unit	Unit Cost	Amount	
	0.00		0.00	250,000.00	
General Legal expenses \$100,000					
Legal and Administrative Challenge - Callery Judge					
(2)	0.00		0.00	-16,363.00	
Per Budget Review - Reduce the Amount for General Outside Legal Services					
				Total :	233,637.00
DEPT REQUEST : 001.0240.514.3710 SEMINAR AND CONFERENCE					
(1)	Qty	Unit	Unit Cost	Amount	
	0.00		0.00	800.00	
Legal Conference					
(2)	0.00		0.00	-264.00	
Per budget review reduce cost by 33%					
				Total :	536.00
DEPT REQUEST : 001.0240.514.3810 TRAINING AND EDUCATION					
(1)	Qty	Unit	Unit Cost	Amount	
	0.00		0.00	500.00	
Misc legal training for legal staff					
				Total :	500.00
DEPT REQUEST : 001.0240.514.4010 TRAVEL AND PER DIEM					
(1)	Qty	Unit	Unit Cost	Amount	
	0.00		0.00	1,000.00	
Estimated travel cost for legal seminar and training					
(2)	0.00		0.00	-500.00	
Per budget review, reduce line item by 50%					
				Total :	500.00
DEPT REQUEST : 001.0240.514.4110 TELEPHONE					
(1)	Qty	Unit	Unit Cost	Amount	
	0.00		0.00	800.00	
annual phone cost - City Attorney					
				Total :	800.00
DEPT REQUEST : 001.0240.514.5200 MATERIALS AND SUPPLIES					
(1)	Qty	Unit	Unit Cost	Amount	
	0.00		0.00	3,000.00	
Misc. materials and supplies for legal department					
				Total :	3,000.00
DEPT REQUEST : 001.0240.514.5410 BOOKS AND SUBSCRIPTIONS					
(1)	Qty	Unit	Unit Cost	Amount	
	0.00		0.00	3,000.00	
Legal books and subscriptions					
				Total :	3,000.00
DEPT REQUEST : 001.0240.514.5420 MEMBERSHIPS AND DUES					
(1)	Qty	Unit	Unit Cost	Amount	
	0.00		0.00	1,500.00	
Legal memberships and dues					
				Total :	1,500.00

* = View-only field ! = Formula does not apply

from Awilda
given to V.C. at meeting

MEMO

TO: Honorable Mayor and Village Council
FROM: Jeffrey S. Kurtz, Village Attorney *JSK*
CC: Paul Schofield, John Bonde, Francine Ramaglia and Awilda Rodriguez
RE: Analysis of Legal Budget
DATE: May 14, 2008

I have prepared, with the assistance of Village staff, the following information to assist the Council in their examination and analysis of the legal budget. Attached is a historical record of Village legal expenditures from 1997 - 2007, a table showing the Village's major litigation expenses over the last four years, a chart setting forth who represents each of Palm Beach County's 38 municipalities, a table comparing the reported legal budgets of the cities with in house counsel, and a draft budget for in house counsel office for Wellington.

The Village has budgeted \$750,000.00 as its legal budget for the last three years and that figure is once again the budget I have proposed for this year. That figure includes all anticipated legal expenses for the upcoming year. Presently active in their representation of the Village are my firm, Robert Rosillo, Brinkley, Morgan, et al, (Sunrise closing and wrapping up the Palm Beach Polo public records litigation), Fischer and Phillips (labor counsel), Lewis, Longman and Walker (assistance in conversion to FRS) and special masters. The figures do not include the cost of attorneys retained by the Village's insurance carrier to defend the Village.

At this time it is anticipated total legal expenditures for 2008 will be less than the \$750,000.00 budgeted. The difficulty in accurately anticipating legal expenditures is that by its very nature defense costs are reactive and it is difficult to foresee what issue or area will need to be defended. The budgeting philosophy has been to have enough funds available to defend the Village without having to get money appropriated every time a suit is filed or reduce levels of service to the rest of the organization because a suit has been filed.

In looking at the historical backup, I will note that the information for fiscal years 2001 and 2002 under report actual costs incurred and 2003 is higher than it should be. This is because Mr. Lehtinen's firm did not submit its bills for those earlier years timely so they were paid in 2003 for work done in 2002 and 2001.

The major litigation chart tracks the 11 major cases or areas of litigation the Village has been involved with during my tenure with the Village. At this time, all the cases are all resolved with the exception of the Palm Beach Polo public records case. In that case

Judge Gerber summarily denied the Plaintiff's Motion for Rehearing on May 15, 2008. We now have to await 30 days to see if the Plaintiff files an appeal.

For the most part, the principal exception being the Village's challenge to the Palm Beach Comprehensive Plan change effecting utility service areas, the litigation efforts have been successful (the Charter amendment while not completely successful did result in modification to the Charter language by Judge Gerber).

The expenditures do not give any corresponding credit for the revenues that have been received as a result of litigation efforts. For example, there have been payments to the Village as a result of litigation including \$335,000.00 from Palm Beach Aggregates, reimbursement of Binks Forest defense costs from Peninsula Bank, and proceeds from the sale of property received in the Isaacson foreclosure case. Likewise, substantial collections in code enforcement actions against Peninsula Property Holdings, Palm Beach Polo, For Niente entities, Brown Landholdings and the like, which the legal department contributed to are not reflected as offsets against the expenditures.

Presently 6 of the 38 Palm Beach County municipalities have in house city attorneys. To one extent or another every municipality uses outside counsel. The rates charged by outside counsel acting in the role of general counsel typically ranges from \$175.00-\$225.00 per hour. The figures contained on the table showing in house budgets for Boca Raton, Delray Beach, Lake Worth, Palm Beach Gardens, Riviera Beach and West Palm Beach are not necessarily indicative of the cities total legal expenditures. It is my understanding that Boca's legal services budget does not reflect all of its litigation expenses and it is not unusual for legal expenses to be paid for in other departmental budgets, be it in the human resources budget as exists in Palm Beach Gardens and Lake Worth, an utilities and planning department budgets. Indeed Village of Wellington's legal budgets have not always reflected all legal expenditures anticipated or otherwise, as some costs were absorbed in other departmental or project budgets. For the last several years the Village has attempted to consolidate all of its legal budget and expenditures into a single area. The historical data provided does reflect all expenditures.

Of the outside counsel firms representing Palm Beach County municipalities, Corbett and White represents 8 municipalities with Royal Palm Beach being their largest client. Glen Torcivia and Associates along with Leonard Rubin, who shares office space with us and works together with us for some clients, combine to represent 6 cities with Wellington being the largest client. Tom Baird represents 2 cities with Jupiter being his largest client. Goren, Cherof, Doody & Ezrol, P.A., a Broward law firm, represents 2 cities in the County with Boynton Beach being the largest client. Other firms representing multiple cities (mostly smaller in size) include Vance, Doney, and MacGibbons, P.A. and Jones Foster, P.A.

Also attached, for your reference, is a draft budget for an in house office with two full time lawyers and two assistants. The number of lawyers was based on the number of hours the Village currently pays outside counsel for as \$750,000.00 equates to roughly 4000 billable hours at the rates charged to the Village which translates into 2 to 2.5 full

time attorneys. Compensation packages for the attorneys are based on the City Manager's compensation package and salary requirements for a mid to senior level associate. The assistants' compensation is based on the Village's salary and benefits scale. The supplies and operating costs were based on 2/3 of Delray Beach's City Attorney's office budget (Delray Beach has 3 attorneys in their office and a 4th attorney who acts as the police legal advisor, and whose costs are reflected in the Police Department budget and not in the City Attorney budget). The draft budget reflects \$150,000.00 for outside legal counsel as it would be unusual for two persons to have the full range of skills, experience, and time to handle all issues that arise in the representation of the Village.

In comparing in-house vs. outside counsel, my experience is that the difference in costs has more to do with the client's expectations and the complexity of issues that arise versus one system or the other. In looking at the budgets of cities with in-house counsel it is difficult to find a model that would create definitive savings. Ultimately the legal services budget and expenditures is determined by the Village Council. The Village Attorney is tasked with making recommendations to the Council and providing the best advice they can. Ultimately the decision on the level of legal involvement, desired by the client, controls the cost of services provided.

I would be remiss, however, if I did not point out that the Village has been successful over the years and the legal department has contributed to that success. Among the issues that I believe have been handled well and the legal department has provided added value on, other than the litigation issues, referenced above are:

- Advice and counsel on selection process for vacant Council seats.
- Prevention of Walmart locating at MUPDF
- Acquisition of K-Park/Resolution of Lanier litigation
- Bond financing
- Binks Forest redevelopment agreement and code enforcement action
- South Shore contract termination
- Protection of EPA in accordance with Council direction
- Prevention of the location of a cell tower at the Wellington Golf Club
- Code enforcement action resulting in the eventual relocation of the Brown trailers

This list is not meant to be comprehensive nor should it suggest that any of the success achieved in these areas and other areas could have been accomplished without the cooperation, effort and excellence of your Village staff.

I hope the information attached assists you in your review and discussion of options for the provision of legal services. I look forward to our discussion and would enjoy the continued opportunity to work with you for the betterment of our community.

VILLAGE OF WELLINGTON
PAYMENTS TO ATTORNEYS

Description	1997	1998	1999	2000	2001	Total
Boose, Casey, Ciklin, Lubitz	4,406.87					4,406.87
Brinkley McNerney, et al				1,757.00	24,165.13	25,922.13
Caldwell & Paetti	371,663.97	267,692.86	331,362.15	115,147.67	1,200.00	1,087,066.65
Dexter Lehtinen, Esq.				20,000.00		20,000.00
Doney, William P.A.				1,100.00	1,250.00	2,350.00
Eugene E. Shuey, P.A.		3,373.75				3,373.75
Fisher & Phillips, P.A.		26,420.62	25,823.68	22,205.54	22,140.42	96,590.26
Goldstein & Tanen, P.A.					1,238.46	1,238.46
Greenberg Traurig Atty's at Law		33,661.06	157,469.70	114,746.15	26,006.63	331,883.54
Kurtz, Jeffrey				2,381.25		2,381.25
Miller & Van Eaton PLLC	23,937.96	123,948.90	4,103.67		5,174.13	157,164.66
Minnick, Bruce Alexander, Esq.	6,072.01					6,072.01
Moyle, Flanigan, Katz	51,146.78	180,274.71	95,232.55	5,751.97	3,310.36	335,716.37
Nabors, Giblin & Nickerson, P.A.				8,541.30	15,388.76	23,930.06
Osborne & Osborne, PA					198.62	198.62
Roberts & Reynolds, PA					21,793.57	21,793.57
Rogers, Bowers, Dempsey	202.50	3,390.50	192.00	2,736.00		6,521.00
Shutts & Bowen LLP				85,012.60	23,388.22	108,400.82
Thomas G. Pelham Esq.					165,784.02	165,784.02
Weiner, Arnold				19,831.58		19,833.58
Weiss Scrota Helfman Pastoriza					7,228.93	7,228.93
Wilburn, Christine D. P.A.	21,986.23	5,916.20				27,902.43
Total Payments to Attorneys	479,446.52	366,467.60	614,183.73	309,273.06	318,267.25	2,455,558.98
Reimbursements	-4,983.31	-37,401.06	-157,469.70	-6,944.06	-77,511.00	-284,309.13
In-house Legal Expenditures		58,999.00	136,809.00	156,022.00	188,655.00	540,485.00
Net Legal Disbursements	474,463.21	366,277.64	599,523.03	358,291.00	340,411.25	2,711,934.85

**Village of Wellington
Payments to Attorneys**

SEPTEMBER	2002
Brinkley McNerney, et al	32,351.81
Dexter Lehtinen Esq.	-
Fisher & Phillips, PA	37,856.36
Goren, Cherof, Doody & Ezrol, PA	2,767.95
Greenberg Traurig Atty's at Law	45,036.84
Moyle, Flanigan, Katz, Fitzgerald	407.23
Nabors Giblin & Nickerson PA	36,726.10
Osborne & Osborne, PA	7,551.59
Robert A Rosillo - Esquire	37,930.29
Roberts & Reynolds PA	46,838.07
Rogers Bowers Dempsey & Palad	199.50
Shutts & Bowen LLP	33,830.39
Thomas G. Pelham Esq.	175,489.74
Thomas J. Baird, PA	1,607.50
Weiss, Serota, Helfman, Pastoriza	8,833.51
Total Disbursements to Attorneys	467,426.88
In house Legal Expenditures	214,261.72
Total Legal Cost	681,688.60

Add - Other contractual Services	57,135.40
Add - Reversals related to projects	7,451.55
Less - Legal Expenses to projects	97,291.14
Less - Adjustment per Legal	118,803.12
General Ledger Balance	530,181.29
Detail Budget Report	530,181.29
Difference	-

**Village of Wellington
Payments to Attorneys
As of September 30, 2003**

Brinkley McNerney, et al	230,251.17
Clawson & Staubes, LLC	7,840.54
Dexter Lehtinen Esq.	291,398.58
Fisher & Phillips, PA	25,228.49
Fowler, White, Boggs, Banker, PA	45,154.62
Greenberg Traurig Atty's at Law	1,115.02
Jones, Foster, Johnson & Stubb	292.50
Moyle, Flanigan, Katz, Fitzgerald	45,800.71
Nabors Giblin & Nickerson PA	15,000.00
Osborne & Osborne, PA	
Robert A Rosillo - Esquire	76,849.18
Roberts & Reynolds PA	11,902.43
Rogers Bowers Dempsey & Palad	
Shutts & Bowen LLP	
Thomas G. Pelham Esq.	6,476.30
Vance, Doney & MacGibbon P.A.	7,142.32
Weiss, Serota, Helfman, Pastoriza	
Total Disbursement to Attorneys	764,451.86
In house Legal Expenditures	135,188.02
Total Legal Cost	899,640.70

Add - Other contractual Services	4,052.90
Add - Reversals related to projects	
Less - Legal Expenses to projects	423,674.83

General Ledger Balance	480,018.77
Detail Budget Report	480,018.77
Difference	0.00

**Village of Wellington
Payments to Attorneys
As of September 2004**

Brinkley McNerney, et al	404,362.03
Caldwell & Pacetti	70.00
Clawson & Staubes, LLC	6,166.54
Dexter Lehtinen Esq.	467,716.75
Fisher & Phillips, PA	36,974.58
Fowler, White, Boggs, Banker, PA	25,396.06
Greenberg Traurig Att's at Law	121.50
Leibowitz & Associates	1,094.75
Moyle, Flanigan, Katz, Fitzgerald	90.00
Nabors Giblin & Nickerson PA	19,909.15
Robert A Rosillo - Esquire	73,597.30
Roberts & Reynolds PA	10,481.59
Rogers Bowers Dempsey & Palad	
Shutts & Bowen LLP	
Thomas G. Pelham Esq.	
Vance, Doney & MacGibbon, PA	2,949.45
Weiss, Serota, Helfman, Pastoriza	
Total Disbursement to Attorneys	1,048,929.70
In house Legal Expenditures	797.16
Total Legal Cost	1,049,726.86

Add - Other contractual Services	4,005.85
Add - Reversals related to projects	
Less - Legal Expenses to projects	393,608.07
 General Ledger Balance	 660,124.64
Detail Budget Report	660,124.64
Difference	0.00

**Village of Wellington
Payments to Attorneys
As of September 2005**

Brinkley McNerney, et al	504,592.08
Caldwell & Pacetti	-
Clawson & Staubes, LLC	1,368.40
Dexter Lehtinen Esq.	495,595.60
Fisher & Phillips, PA	35,707.82
Fowler, White, Boggs, Banker, PA	1,757.35
Glen J Torcivia PA	684.17
Leibowitz & Associates	18,473.60
Moyle, Flanigan, Katz, Fitzgerald	-
Nabors Giblin & Nickerson PA	48,485.69
Roberts & Reynolds PA	810.00
Robert A Rosillo - Esquire	79,804.89
Rogers Bowers Dempsey & Palad	
Shutts & Bowen LLP	
Thomas G. Pelham Esq.	
Vance, Doney & MacGibbon, PA	371.25
Weiss, Serota, Helfman, Pastoriza	
Total Disbursement to Attorneys	1,187,650.85
In house Legal Expenditures	520,000
Total Legal Cost	1,188,170.85

Add - Other contractual Services	29,408.74
Add - Reversals related to projects	
Less - Legal Expenses to projects	152,693.99
Less CR Refunds overpayment prior yr	6,635.00
Fowler, White, Boggs, Banker, PA	
Less - Misc Receivable - City of Delray Bch	10,000.00

General Ledger Balance	1,048,250.60
Detail Budget Report	1,048,250.60
Difference	(0.00)

**Village of Wellington
Payments to Attorneys
As of September 30, 2006**

Brinkley McNerney, et al	535,810.32
Caldwell & Pacetti	
Clawson & Staubes, LLC	1,015.00
Dexter Lehtinen Esq.	130,027.72
Fisher & Phillips, PA	71,904.45
Doody, Richard	2,160.00
Posner, Michael J	1,672.60
Leibowitz & Associates	18,968.63
Lewis, Longman & Walker PA	2,585.11
Nabors Giblin & Nickerson PA	6,619.64
Roberts & Reynolds PA	1,545.97
Robert A Rosillo - Esquire	121,053.73
Rogers Bowers Dempsey & Palad	
Shutts & Bowen LLP	
Thomas G. Pelham Esq.	
Vance, Doney & MacGibbon, PA	1,687.50
Zangen, Alan	1,755.00
Total Disbursement to Attorneys	896,805.67
In house Legal Expenditures	
Total Legal Cost	896,805.67

Add - Other contractual Services	7,566.66
Add - Reversals related to projects	
Less - Legal Expenses to projects	87,402.14
Less - Misc Receivable - PB Polo Reimb fees	2,500.00

General Ledger Balance	814,470.19
Detail Budget Report	814,470.19
Difference	(0.00)

**Village of Wellington
Payments to Attorneys
As of September 30, 2007**

Brinkley McNeerney, et al	538,138.45
Caldwell & Pacetti	-
Clawson & Staubes, LLC	-
Dexter Lehtinen Esq.	35,443.38
Fisher & Phillips, PA	35,935.74
Gary A. Issacs, PA	1,590.00
(Note: \$300 payment to Gary Issacs was paid as a miscellaneous vendor. Therefore, the payment does not show on detail.	300.00
Law Office of Max Rudmann	9,295.84
Posner, Michael J	2,983.50
Leibowitz & Associates	4,419.19
Lewis, Longman & Walker PA	11,650.89
Nabors Giblin & Nickerson PA	-
Roberts & Reynolds PA	-
Robert A Rosillo - Esquire	112,147.86
Rogers Bowers Dempsey & Palad	-
Shutts & Bowen LLP	-
Thomas G. Pelham Esq.	-
Vance, Doney & MacGibbon, PA	1,350.00
Zangen, Alan	2,632.50
Total Disbursement to Attorneys	755,887.35
In house Legal Expenditures	-
Total Legal Cost	755,887.35

Add - Other contractual Services	175.24
Add - Reversals related to projects	-
Less - Legal Expenses to projects	17,949.11
Less - Voluntary Annexation Contributions	10,000.00
Reimburse litigation expenses for Binks Forest Potiris Petition (Posted in General Ledger to Misc. Revenue)	51,240.99
General Ledger Balance	728,113.48
Detail Budget Report	728,113.48
Difference	(0.00)

**Wellington Expenditure on Major Cases
2004-2007**

Fiscal Year	Charter Amendment Case	Utility Comp Plan Case	Royal Palm Beach and County and Wellington	Brown Land Holding	Binks	Department Community Affairs Challenge	Aggregates Comp Plan Challenge	Big Blue	Palm Beach Polo Public Records	Water Cases	Peacock Park
2003-04	52,380.26		37,669.44	30,653.30			4,253.67	247,437.77			98,114.36
2004-05	164,809.20	135,157.63	60,673.92	54,081.47	17,180.77	16,282.62	81,245.19	77,242.97			7,989.23
2005-06	73,976.43	1,692.64	13,198.65	16,224.53	47,472.57	5,445.00	84.00	58,464.59			
2006-07	39,623.53				5,480.51			5,507.62	17,501.93	24,316.07	
TOTAL	330,789.42	136,850.27	111,542.01	100,959.30	70,133.85	21,727.62	85,582.86	388,652.95	17,501.93	24,316.07	106,103.59
Sources of payment other than Village	30,000.000 (Delay and Lake Worth)				Fully reimbursed						

Total 4 year expenditure on above 11 cases \$1,394,159.87

***Palm Beach County Municipal
Legal Services Informational Chart***

Municipality	Attorney	Population
Atlantis	Trela White	2,151
Belle Glade	Glen Torcivia	14,906
Boca Raton	Diana Grub Frieser (In-House)	83,760
Boynton Beach	James Cherof	67,071
Briny Breezes	Jerome Skrandel	409
Cloud Lake	William Doney	170
Delray Beach	Susan Ruby (In-House)	64,095
Glen Ridge	B. Douglas MacGibbon	275
Village of Golf	Trela White	295
Greenacres	Pam Terranova	31,734
Gulf Stream	John Randolph	736
Haverhill	John Foster	1,554
Highland Beach	Thomas Sliney	4,157
Hypoluxo	Len Rubin	2,459
Juno Beach	Len Rubin	3,596
Jupiter	Thomas Baird	48,263
Jupiter Inlet Colony	William Doney	371
Lake Clarke Shores	Charles Schoech	3,463
Lake Park	Thomas Baird	9,113
Lake Worth	Larry Karns (In-House)	36,040

Lantana	Trela White	9,739
Loxahatchee Groves	David Tolces	
Manalapan	Trela White	360
Mangonia Park	Keith Davis	2,315
North Palm Beach	Len Rubin	12,535
Ocean Ridge	Ken Spillias	1,700
Pahokee	Mimi McAndrews	6,244
Palm Beach	John Randolph	9,735
Palm Beach Gardens	Christine Tatum (In-House)	58,022
Palm Beach Shores	Trela White	1,268
Palm Springs	Glen Torcivia	14,500
Riviera Beach	Pam Ryan (In-House)	34,500
Royal Palm Beach	Trela White	30,000
South Bay	Thomas Montgomery	3,800
South Palm Beach	Trela White	1,529
Tequesta	Scott Hawkins	5,686
Wellington	Jeffrey Kurtz	58,179
West Palm Beach	Claudia McKenna (In-House)	107,000

Municipal Budgets with In-House Counsel

Municipality	FY05-06 Actual	FY06-07 Actual	FY07-08 Budget
West Palm Beach	2,394,091	2,875,343	2,874,787
Delray Beach	951,422	1,084,980	953,410
Lake Worth	387,245 + Labor Attorney in HR budget	379,650 + Labor Attorney in HR budget	663,257
Palm Beach Gardens	394,301	566,044	575,622
Riviera Beach	516,481	515,795.48	507,651
Boca Raton	783,719	979,700	977,700

Regular Salaries	\$ 394,000	
Car Allowance	\$ 4,800	
Health Package	\$ 77,524	
Life Package	\$ 1,380	
Payroll Taxes	\$ 26,369	
Worker's Comp	\$ 2,719	
Retirement	\$ 47,822	
Salaries and Benefits		\$ 554,613

Outside Services	\$ 150,000	
Other Prof Services	\$ 4,690	
Court Reporter Svcs	\$ 2,680	
Travel	\$ 1,568	
Postage - Express	\$ 670	
Reproduction Services	\$ 100	
Other Promotional/Meeting	\$ 600	
Stationery	\$ 938	
Office Equipment Supplies	\$ 335	
Subscriptions	\$ 4,020	
Memberships	\$ 13,790	
Training	\$ 2,164	
		\$ 181,555

Total \$ 736,168

Additional allocable expenses:

Vehicle	\$ 5,000	
Equipment Rental	\$ 750	
Telephone	\$ 1,800	
Office Lease	\$ 20,500	
Office Utilities	\$ 1,500	
		\$ 29,550

Total including indirect allocated expenses \$ 765,718

	Salaries	Car Allow	Health Pack	Life Pack	PR Taxes	W/C	Retire
Attorney	\$ 175,000		\$ 22,533	\$ 966	\$ 9,308	\$ 1,208	\$ 26,250
Asst Attorney	\$ 125,000	\$ 4,800	\$ 18,330	\$ 138	\$ 8,908	\$ 863	\$ 12,313
Exec Secretary	\$ 54,000		\$ 18,330	\$ 138	\$ 4,668	\$ 373	\$ 5,319
Admin III / CIA IV	\$ 40,000		\$ 18,330	\$ 138	\$ 3,485	\$ 276	\$ 3,940
	\$ 394,000	\$ 4,800	\$ 77,524	\$ 1,380	\$ 26,369	\$ 2,719	\$ 47,822

VILLAGE OF WELLINGTON
PAYMENTS TO ATTORNEYS

Description	1997	1998	1999	2000	2001	Total
Boose, Casey, Ciklin, Lubitz	4,406.87					4,406.87
Brinkley McNehey, et al				1,757.00	24,165.13	25,922.13
Caldwell & Pacetti	371,663.97	267,692.86	331,362.15	115,147.67	1,200.00	1,087,066.65
Dexter Lehtinen, Esq.				20,000.00		20,000.00
Doney, William P.A.				1,100.00	1,250.00	2,350.00
Eugene E. Shuey, P.A.		3,373.75				3,373.75
Fisher & Phillips, P.A.		26,420.62	25,823.68	22,205.54	22,140.42	96,590.26
Goldstein & Tanen, P.A.					1,238.46	1,238.46
Greenberg Traugott Atty's at Law		33,661.06	157,469.70	114,746.15	26,006.63	331,883.54
Kurtz, Jeffrey				2,381.25		2,381.25
Miller & Van Eaton PLLC	23,937.96	123,948.90	4,103.67		5,174.13	157,164.66
Minnick, Bruce Alexander, Esq.	6,072.01					6,072.01
Moyle, Flanigan, Katz	51,146.78	180,274.71	95,232.55	5,751.97	3,310.36	335,716.37
Nabors, Giblin & Nickerson, P.A.				8,541.30	15,388.76	23,930.06
Osborne & Osborne, PA					198.62	198.62
Roberts & Reynolds, PA					21,793.57	21,793.57
Rogers, Bowers, Dempsey						
Shutts & Bowen LLP	202.50	3,390.50	192.00	2,736.00		6,521.00
Thomas G. Pelham Esq.				85,012.60	23,388.22	108,400.82
Weiner, Arnold				19,833.58	165,784.02	185,617.60
Weiss Serota Helfman Pastoriza						
Wilburn, Christine D. P.A.	21,986.23	5,916.20			7,228.93	35,131.36
Total Disbursements to Attorneys	479,466.32	634,678.20	674,183.75	399,213.06	518,267.25	2,465,758.98
Reimbursements	-4,983.31	-37,401.06	-157,469.70	-6,944.06	-77,511.00	-284,309.13
In-house Legal Expenditures		58,999.00	136,809.00	156,022.00	188,655.00	540,485.00
Net Legal Disbursements	474,483.01	666,276.54	593,523.05	548,291.00	429,112.25	2,711,934.85

**Village of Wellington
Payments to Attorneys**

SEPTEMBER	2002
Brinkley McNerney, et al	32,351.81
Dexter Lehtinen Esq.	-
Fisher & Phillips, PA	37,856.36
Goren, Cherof, Doody & Ezrol, PA	2,767.95
Greenberg Traurig Atty's at Law	45,036.84
Moyle, Flanigan, Katz, Fitzgerald	407.23
Nabors Giblin & Nickerson PA	36,726.10
Osborne & Osborne, PA	7,551.59
Robert A Rosillo - Esquire	37,930.29
Roberts & Reynolds PA	46,838.07
Rogers Bowers Dempsey & Palad	199.50
Shutts & Bowen LLP	33,830.39
Thomas G. Pelham Esq.	175,489.74
Thomas J. Baird, PA	1,607.50
Weiss, Serota, Helfman, Pastoriza	8,833.51
Total Disbursement to Attorneys	467,426.88
In house Legal Expenditures	214,261.72
Total Legal Cost	681,688.60

Add - Other contractual Services	57,135.40
Add - Reversals related to projects	7,451.55
Less - Legal Expenses to projects	97,291.14
Less - Adjustment per Legal	118,803.12

General Ledger Balance	530,181.29
Detail Budget Report	530,181.29
Difference	-

**Village of Wellington
Payments to Attorneys
As of September 30, 2003**

Brinkley McNerney, et al	230,251.17
Clawson & Staubes, LLC	7,840.54
Dexter Lehtinen Esq.	291,398.58
Fisher & Phillips, PA	25,228.49
Fowler, White, Boggs, Banker, PA	45,154.62
Greenberg Traurig Atty's at Law	1,115.02
Jones, Foster, Johnson & Stubb	292.50
Moyle, Flanigan, Katz, Fitzgerald	45,800.71
Nabors Giblin & Nickerson PA	15,000.00
Osborne & Osborne, PA	
Robert A Rosillo - Esquire	76,849.18
Roberts & Reynolds PA	11,902.43
Rogers Bowers Dempsey & Palad	
Shutts & Bowen LLP	
Thomas G. Pelham Esq.	6,476.30
Vance, Doney & MacGibbon P.A.	7,142.32
Weiss, Serota, Helfman, Pastoriza	
Total Disbursement to Attorneys	764,451.86
In house Legal Expenditures	135,188.84
Total Legal Cost	899,640.70

Add - Other contractual Services	4,052.90
Add - Reversals related to projects	
Less - Legal Expenses to projects	423,674.83
General Ledger Balance	480,018.77
Detail Budget Report	480,018.77
Difference	0.00

**Village of Wellington
Payments to Attorneys
As of September 2004**

Brinkley McNerney, et al	404,362.03
Caldwell & Pacetti	70.00
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Dexter Lehtinen Esq.	467,716.75
Fisher & Phillips, PA	36,974.58
Fowler, White, Boggs, Banker, PA	25,396.06
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Leibowitz & Associates	1,094.75
Moyle, Flanigan, Katz, Fitzgerald	90.00
Nabors Giblein & Nickerson PA	19,909.15
Robert A Rosillo - Esquire	73,597.30
Roberts & Reynolds PA	10,481.59
Rogers Bowers Dempsey & Palad	
Shutts & Bowen LLP	
Thomas G. Pelham Esq.	
Vance, Doney & MacGibbon, PA	2,949.45
Weiss, Serota, Helfman, Pastoriza	
Total Disbursement to Attorneys	1,048,929.70
In house Legal Expenditures	17,977.16
Total Legal Cost	1,049,726.86

Add - Other contractual Services	4,005.85
Add - Reversals related to projects	
Less - Legal Expenses to projects	393,608.07

General Ledger Balance	660,124.64
Detail Budget Report	660,124.64
Difference	0.00

**Village of Wellington
Payments to Attorneys
As of September 2005**

Brinkley McNeerney, et al	504,592.08
Caldwell & Pacetti	-
Clawson & Staubes, LLC	1,368.40
Dexter Lehtinen Esq.	495,595.60
Fisher & Phillips, PA	35,707.82
Fowler, White, Boggs, Banker, PA	1,757.35
Glen J Torcivia PA	684.17
Leibowitz & Associates	18,473.60
Moyle, Flanigan, Katz, Fitzgerald	-
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Roberts & Reynolds PA	810.00
Robert A Rosillo - Esquire	79,804.89
Rogers Bowers Dempsey & Palad	
Shutts & Bowen LLP	
Thomas G. Pelham Esq.	
Vance, Doney & MacGibbon, PA	371.25
Weiss, Serota, Helfman, Pastoriza	
Total Disbursement to Attorneys	1,187,650.85
In house Legal Expenditures	520.00
Total Legal Cost	1,188,170.85

Add - Other contractual Services	29,408.74
Add - Reversals related to projects	-
Less - Legal Expenses to projects	152,693.99
Less CR Refunds overpayment prior yr	6,635.00
Fowler, White, Boggs, Banker, PA	
Less - Misc Receivable - City of Delray Bch	10,000.00

General Ledger Balance	1,048,250.60
Detail Budget Report	1,048,250.60
Difference	(0.00)

**Village of Wellington
Payments to Attorneys
As of September 30, 2006**

Brinkley McNerney, et al	535,810.32
Caldwell & Pacetti	
Clawson & Staubes, LLC	1,015.00
Dexter Lehtinen Esq.	130,027.72
Fisher & Phillips, PA	71,904.45
Doody, Richard	2,160.00
Posner, Michael J	1,672.60
Leibowitz & Associates	18,968.63
Lewis, Longman & Walker PA	2,585.11
Nabors Giblin & Nickerson PA	6,619.64
Roberts & Reynolds PA	1,545.97
Robert A Rosillo - Esquire	121,053.73
Rogers Bowers Dempsey & Palad	
Shutts & Bowen LLP	
Thomas G. Pelham Esq.	
Vance, Doney & MacGibbon, PA	1,687.50
Zangen, Alan	1,755.00
Total Disbursement to Attorneys	896,805.67
In house Legal Expenditures	
Total Legal Cost	896,805.67

Add - Other contractual Services	7,566.66
Add - Reversals related to projects	
Less - Legal Expenses to projects	87,402.14
Less - Misc Receivable - PB Polo Reimb fees	2,500.00

General Ledger Balance	814,470.19
Detail Budget Report	814,470.19
Difference	(0.00)

**Village of Wellington
Payments to Attorneys
As of September 30, 2007**

Brinkley McNerney, et al	538,138.45
Caldwell & Pacetti	-
Clawson & Staubes, LLC	-
Dexter Lehtinen Esq.	35,443.38
Fisher & Phillips, PA	35,935.74
Gary A. Issacs, PA	1,590.00
(Note: \$300 payment to Gary Issacs was paid as a miscellaneous vendor. Therefore, the payment does not show on detail.	300.00
Law Office of Max Rudmann	9,295.84
Posner, Michael J	2,983.50
Leibowitz & Associates	4,419.19
Lewis, Longman & Walker PA	11,650.89
Nabors Giblin & Nickerson PA	-
Roberts & Reynolds PA	-
Robert A Rosillo - Esquire	112,147.86
Rogers Bowers Dempsey & Palad	-
Shutts & Bowen LLP	-
Thomas G. Pelham Esq.	-
Vance, Doney & MacGibbon, PA	1,350.00
Zangen, Alan	2,632.50
Total Disbursement to Attorneys	755,887.35
In house Legal Expenditures	
Total Legal Cost	755,887.35

Add - Other contractual Services	175.24
Add - Reversals related to projects	
Less - Legal Expenses to projects	17,949.11
Less - Voluntary Annexation Contributions	10,000.00
Reimburse litigation expenses for Binks Forest Potiris Petition (Posted in General Ledger to Misc. Revenue)	51,240.99
General Ledger Balance	728,113.48
Detail Budget Report	728,113.48
Difference	(0.00)

MEMO

TO: Honorable Mayor and Village Council
FROM: Jeffrey S. Kurtz, Village Attorney
CC: Paul Schofield, Francine Ramaglia and Awilda Rodriguez
RE: Legal Services Budget for FY 2008-09
DATE: June 20, 2008

DISTRIBUTED TO ALL APPLICABLE PERSONS ON: 6/24/08			
COUNCIL	MANAGER		
CLERK	ATTORNEY	STAFF	
ADDRESSED TO ALL COUNCIL			
ADDRESSED TO			
LOG NO:			

I am attaching a copy of the summary of the Village's payments to attorneys through May 31, 2008. The total expenditures are just under \$420,000.00 and since we are 2/3 of the way through the fiscal year I anticipate total legal expenditures for this year will be under \$650,000.00. This represents a continuation of previous year's trends showing total legal expenditures by the Village to be decreasing.

In discussions with the Village Manager, I believe we have come to an agreement, on a proposed budget for next fiscal year with total legal expenditures being \$650,000.00 with a projected revenue off set of \$65,000.00 from cost recovery for a net budget of \$585,000.00.

This projected budget assumes the delivery of services will continue to be provided principally by my current firm with me been the Village Attorney and the Village would continue to separately retain the services of Mr. Rossillo as an assistant Village Attorney.

The legal work assignments and budgeted responsibilities would be coordinated by me as the Village Attorney, working at Council's direction and in cooperation with your Village Manager and his staff. The existing contract between the Village and my law firm would remain in place.

At Mr. Willhite's suggestion, I am requesting the finance department delete from their printed monthly legal reports reference to the law firms which have not billed or been paid monies in the last 24 months, as it gives the misleading impression that the Village continues to have ongoing representation from many attorneys. It is also my intent to provide each of you with copies of the monthly attorney payment summaries and give you a comprehensive litigation status report on a semi-annual basis.

As always, should any of you have any questions about the Village's legal expenditures or the issues underlying the expenditures, please contact me directly.

**Village of Wellington
Payments to Attorneys
As of May 31, 2008**

Brinkley McNerney, et al	316,437.36
Caldwell & Pacetti	-
Clawson & Staubes, LLC	-
Dexter Lehtinen Esq.	4,184.04
Doody, Richard	-
Fisher & Phillips, PA	9,395.70
Leibowitz & Associates	-
Lewis, Longman & Walker PA	10,795.32
Nabors Giblin & Nickerson PA	-
Ward, Damon & Posner	390.00
Michael J. Posner	1,235.25
Robert A Rosillo - Esquire	69,511.76
Roberts & Reynolds PA	-
Rogers Bowers Dempsey & Palad	-
Shutts & Bowen LLP	-
Thomas G. Pelham Esq.	-
Vance, Doney & MacGibbon, PA	3,948.75
Zangen, Alan	3,341.25
In house Legal Expenditures	-

Add - Other contractual Services	16.52
Add - Reversals related to projects	-
Less - Legal Expenses to projects	12,470.38
Less - Voluntary Annexation Contributions	-

General Ledger Balance	406,795.56
Detail Budget Report	406,795.56
Difference	-